

MAYOR/CHAIR SYLVIA BALLIN
VICE MAYOR/VICE CHAIR MARY MENDOZA
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

CITY OF SAN FERNANDO

CITY COUNCIL
AND SUCCESSOR AGENCY TO THE
SAN FERNANDO REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA SUMMARY
JANUARY 19, 2021 – 6:00 PM

Teleconference – Per Governor's Executive Order

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.

PUBLIC PARTICIPATION: Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at https://www.youtube.com/c/CityOfSanFernando. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, may call Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 92496, between 6:00 p.m. and 6:15 p.m., in the order received, limited to three minutes. The call-in period may be extended by the Mayor.

THE REGULAR MEETINGS OF THE CITY OF SAN FERNANDO CITY COUNCIL ALSO SERVES AS CONCURRENT REGULAR MEETINGS OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY, AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERS ARE COMPOSED EXCLUSIVE OF THE MEMBERS OF THE CITY COUNCIL.

Regular Meeting Notice and Agenda – January 19, 2021Page 2 of 7

PUBLIC PARTICIPATION OPTIONS TO HELP REDUCE THE SPREAD OF COVID-19

WATCH THE MEETING:

Live stream with audio and video, via YouTube Live, at:

https://www.youtube.com/c/CityOfSanFernando

Note: Comments submitted via YouTube will not be read into the record.

SUBMIT PUBLIC COMMENT VIA EMAIL:

Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:

Members of the public may call-In between 6:00 p.m. and 6:15 p.m., and in the order received, limited to three minutes. If necessary, the call-in period may be extended by the Mayor.

Call-in Telephone Number: (669) 900-6833 Meeting ID: 833 6022 0211

Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio and video disabled, until it is your turn to speak and limited to three minutes. Note: This is audio only and no video.



Regular Meeting Notice and Agenda – January 19, 2021Page 3 of 7

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin Vice Mayor Mary Mendoza Councilmember Cindy Montañez Councilmember Hector A. Pacheco Councilmember Celeste T. Rodriguez

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

- A) PRESENTATION OF A CERTIFICATE OF RECOGNITION TO MS. VIOLET VICUNA CELEBRATING HER CENTENNIAL (100TH YEAR) BIRTHDAY Vice Mayor Mary Mendoza
- B) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION STUDENT OF THE MONTH
 - LORENA MARCELINO (Academy of Scientific Exploration)
 Education Commission Vice Chair David Govea

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the city in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the Sergeant-At-Arms and such person may be barred from further audience before the City Council.



Regular Meeting Notice and Agenda – January 19, 2021Page 4 of 7

PUBLIC STATEMENTS

Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, may call Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 92496, between 6:00 p.m. and 6:15 p.m., in the order received, limited to three minutes. The call-in period may be extended by the Mayor.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

- 1) APPROVE MINUTES FOR THE REGULAR MEETINGS OF DECEMBER 7, 2020 AND JANUARY 4, 2021 SUCCESSORY AGENCY
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-012.

3) CONSIDERATION TO APPROVE THE USE OF CITY LETTERHEAD TO SEND LETTERS FROM THE SAN FERNANDO EDUCATION COMMISSION TO LOCAL SCHOOL PRINCIPALS AND DIRECTORS REGARDING CITY RESOURCES

Recommend that the City Council:

- a. Approve the one-time use of the City Seal and letterhead by the San Fernando Education Commission to send a letter to local school Principals and Directors regarding City resources, in lieu of the annual Principals' Brunch event; and
- b. Authorize the City Clerk to finalize and mail such letter under the Education Commissioner's signatures.



Regular Meeting Notice and Agenda – January 19, 2021Page 5 of 7

4) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 SALARY PLAN TO IMPLEMENT CHANGES IN THE CALIFORNIA MINIMUM WAGE FOR CERTAIN PART-TIME EMPLOYEES

Recommend that the City Council:

- a. Adopt Resolution No. 8050 amending the Fiscal Year 2020-2021 Salary Plan to implement changes in minimum wage for certain part-time employees; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A NEW JOB SPECIFICATION FOR COMMUNITY PRESERVATION OFFICER

- a. Adopt Resolution No. 8051 approving new specifications for the Community Preservation Officer job classification; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

ADMINISTRATIVE REPORTS

6) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Recommend that the City Council receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

7) PRESENTATION AND DISCUSSION REGARDING SOLID WASTE FRANCHISE SERVICES

- Receive and file a presentation from Republic Services providing an update on the City's Solid Waste Franchise Services; and
- b. Provide direction, as appropriate.



Regular Meeting Notice and Agenda – January 19, 2021Page 6 of 7

8) PRESENTATION AND DISCUSSION OF THE CITYWIDE PARKING MANAGEMENT MASTER PLAN PROJECT

Recommend that the City Council:

- a. Receive and file a presentation regarding progress on the Citywide Parking Management Master Plan project; and
- b. Provide staff with direction regarding upcoming outreach, as appropriate.

9) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MOORE IACOFANO GOLTSMAN, INC., FOR THE DESIGN OF THE LAYNE PARK REVITALIZATION PROJECT

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1974) with Moore Iacofano Goltsman, Inc. in an amount not to exceed \$189,804, to provide design services for the Layne Park Revitalization Project; and
- b. Authorize the City Manager to approve an additional scope of work, not to exceed \$25,000; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.
- 10) DISCUSSION AND CONSIDERATION OF THE CURRENT ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS PROVIDED THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT AND DISCUSSION OF THE FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR FUNDING ALLOCATION

Recommend that the City Council:

- a. Discuss the use of the additional Community Development Block Grant funding provided through the Coronavirus Aid, Relief, and Economic Security Act, currently appropriated toward the Residential Food Distribution and Personal Protective Equipment for Businesses Programs, and provide related direction;
- b. Discuss potential programs and projects to fund for the Fiscal Year 2021-2022 Community Development Block Grant program year; and
- c. Provide staff direction, as appropriate.



Regular Meeting Notice and Agenda – January 19, 2021Page 7 of 7

11) CONSIDERATION TO REINSTATE THE CITY COUNCIL PENSION PROGRAM REVIEW AD HOC COMMITTEE TO REVIEW RESPONSES TO A REQUEST FOR PROPOSALS FOR UNDERWRITING SERVICES RELATED TO THE CITY'S PENSION OBLIGATION BONDS

Recommend that the City Council:

- a. Reinstate the Pension Obligation Ad Hoc Committee for the purpose of assisting staff with reviewing responses to a Request for Proposals (RFP) for Underwriting Services related to the City's proposed issuance of Pension Obligation Bonds; and
- b. Appoint Ad Hoc Committee members to work with staff to review proposals, interview firms, and recommend selection of a firm to the full City Council.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on February 1, 2021.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Julia Fritz, CMC City Clerk Signed and Posted: January 15, 2021 (12:30 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.



This Page
Intentionally
Left Blank

Regular Meeting San Fernando City Council and Successor Agency to the San Fernando Redevelopment Agency

This Page
Intentionally
Left Blank



This Page
Intentionally
Left Blank

SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES

DECEMBER 7, 2020 – 6:00 P.M. REGULAR MEETING

Teleconference Per Governor's Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Chair Joel Fajardo called the meeting to order at 6:00 p.m.

Present:

Agency: Chair Joel Fajardo, Vice Chair Hector A. Pacheco, Board Members Sylvia

Ballin and Mary Mendoza

Staff: Executive Director Nick Kimball, Assistant General Counsel Richard Padilla,

and Board Secretary Julia Fritz

Absent: Board Member Robert C. Gonzales

APPROVAL OF AGENDA

Motion by Chair Fajardo, seconded by Board Member Mendoza, to approve the agenda.

The motion carried with the following vote:

AYES: Fajardo, Pacheco, Ballin, Mendoza – 4

NOES: None

ABSENT: Gonzales – 1

ABSTAIN: None

PUBLIC STATEMENTS

None

CONSENT CALENDAR

Motion by Chair Fajardo, seconded by Board Member Ballin, to approve the following Consent Calendar Item:

1) REQUEST TO APPROVE MINUTES OF NOVEMBER 16, 2020 – REGULAR MEETING

SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES – DECEMBER 7, 2020 Page 2

The motion carried with the following vote:

AYES: Fajardo, Pacheco, Ballin, Mendoza – 4

NOES: None

ABSENT: Gonzales -1

ABSTAIN: None

AGENCY DISCUSSION

None

STAFF COMMUNICATION

None

ADJOURNMENT (6:02 P.M.)

Motion by Chair Fajardo, seconded by Board Member Ballin, to adjourn. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 7, 2020 meeting as approved by the Successor Agency to the San Fernando Redevelopment Agency.

Julia Fritz

Board Secretary



This Page
Intentionally
Left Blank

SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES

JANUARY 4, 2021 – 6:00 P.M. REGULAR MEETING

Teleconference Per Governor's Executive Order N-29-2

CALL TO ORDER/ROLL CALL

Chair Sylvia Ballin called the meeting to order at 6:13 p.m.

Present:

Agency: Chair Sylvia Ballin, Vice Chair Mary Mendoza, Board Members Cindy

Montañez and Celeste T. Rodriguez

Staff: Executive Director Nick Kimball, Assistant General Counsel Richard Padilla,

and Board Secretary Julia Fritz

Absent: Board Member Hector A. Pacheco

APPROVAL OF AGENDA

Motion by Vice Chair Mendoza, seconded by Board Member Rodriguez, to approve the agenda.

The motion carried with the following vote:

AYES: Ballin, Mendoza, Montañez, Rodriguez – 4

NOES: None

ABSENT: Pacheco – 1

ABSTAIN: None

PUBLIC STATEMENTS

None

CONSENT CALENDAR

Motion by Vice Chair Mendoza, seconded by Board Member Rodriguez, to approve the following Consent Calendar Item:

1) REQUEST TO APPROVE MINUTES OF DECEMBER 7, 2020 – REGULAR MEETING

SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES – JANUARY 4, 2021 Page 2

2) CONSIDERATION TO APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

Recommend that the Successor Agency:

- a. Adopt Resolution No. No. 164 approving the Recognized Obligation Payment Schedule for the period from July 1, 2021 through June 30, 2022 (ROPS 21-22 A/B);
- b. Adopt Resolution No. 165 approving the Administrative Budget for the period from July 1, 2021 through June 30, 2022; and
- b. Authorize the Executive Director of the Successor Agency to take certain related actions.

The motion carried with the following vote:

AYES: Ballin, Mendoza, Montañez, Rodriguez – 4

NOES: None

ABSENT: Pacheco – 1

ABSTAIN: None

AGENCY DISCUSSION

Board Member Montañez commented on the agenda noticing procedure.

STAFF COMMUNICATION

Executive Director Kimball stated that moving forward, Successor Agency meetings will be combined with the City Council meeting agenda.

ADJOURNMENT (6:17 P.M.)

The meeting was adjourned by Chair Ballin.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 4, 2021 meeting as approved by the Successor Agency to the San Fernando Redevelopment Agency.

Julia Fritz Board Secretary



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: J. Diego Ibañez, Director of Finance

Date: January 19, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-012 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 21-012

FINANCE DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

ATTACHMENT "A"

RESOLUTION NO. 21-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 21-012

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

- 1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
- 2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 19th day of January, 2021.

ATTEST:	Sylvia Ballin, Mayor
ATTEST:	
Julia Fritz, City Clerk	

RES. NO. 21-012

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a

full, true, and correct copy of Resolution No. 21-012 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19 th day of January, 2021, by the following vote of the City Council:
AYES:
NAYS:
ABSENT:
ABSTAINED:
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this day of, 2021.
Julia Fritz, City Clerk

Page:

 vchlist
 Voucher List
 Page:
 1

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
221446	1/19/2021	100066 ADS ENVIRONMENTAL SERVICES,INC	22524.52-1220		SEVEN ADS D-SITE OVERFLOW MONIT	
				12209	072-360-0000-4260	1,113.00
					Total :	1,113.00
221447	1/19/2021	888356 ADVANCED AUTO REPAIR	1473		VEHICLE MAINT., REPAIRS AND MINOR	
				12284	041-320-0152-4400	275.25
					Total:	275.25
221448	1/19/2021	100143 ALONSO, SERGIO	DEC 2020		MARIACHI MASTER APPRENTICE PRO	
				12328	001-424-0000-4430	780.00
				12328	108-424-3657-4260	340.00
					Total:	1,120.00
221449	1/19/2021	887695 AL'S KUBOTA TRACTOR	196216		VEHICLE MAINT-PK1169	
					041-320-0390-4400	27.92
					Total :	27.92
221450	1/19/2021	100188 ANDY GUMP INC.	INV773187		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	158.98
			INV777716		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	311.40
					Total :	470.38
221451	1/19/2021	893441 ARAMARK REFRESHMENT SERVICES	10824819		EMPLOYEE BREAKROOM SUPPLIES	
				12319	001-222-0000-4300	364.45
					Total:	364.45
221452	1/19/2021	891209 AUTONATION SSC	343086		VEHICLE MAINT-PD4538	
					041-320-0224-4400	235.47
			343317		VEHICLE MAINT-PD4287	
					041-320-0225-4400	225.09
					Total :	460.56
221453	1/19/2021	890546 BARAJAS, CRYSTAL	DEC 2020		MARIACHI MASTER APPRENTICE PRO	
				12334	109-424-3692-4260	180.00
					Total :	180.00

vchlist 01/13/2021	11:53:40A	М	Voucher Li CITY OF SAN FER			Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221454	1/19/2021	888800 BUSINESS CARD	111320		MISC. BUILDING AND ELECTRICAL SUF	
			112220	12261	043-390-0000-4300 EOC LAPTOPS DUE TO COVID19	81.35
			112420	12367	001-250-3689-4500 EOC LAPTOPS DUE TO COVID19	825.00
			112420	12367	001-250-3689-4500 MISC. BUILDING AND ELECTRICAL SUF	825.00
			112620	12261	043-390-0000-4300 EOC LAPTOPS DUE TO COVID19	-70.37
			113020		001-250-3689-4500 ANNUAL MEMBERSHIP	825.00
			120220		001-130-0000-4380 RETURNED-EOC LAPTOPS DUE TO CC	110.00
			120320		001-250-3689-4500 EOC LAPTOPS DUE TO COVID19	-825.00
			120320	12367	001-250-3689-4500 COVID-19 - CDBG-CV RESIDENTIAL FO	1,617.00
			120320	12360	026-420-0329-4300 FRAMES 001-101-0000-4300	1,924.23 145.69
			120620		RCS PRIZES FOR FAMILY JINGO 004-2346	91.45
			120820		RCS: PRIZES FOR FAMILY JINGO 004-2346	12.09
			120820		PW OPS MGR POSTING 001-106-0000-4230	325.00
			120820		RETIREMENT MUGS 001-105-0000-4300	28.59
			121120		SWAGGING TOOL	
			121120		043-390-0000-4340 COVID-19 - CDBG-CV RESIDENTIAL FO	71.49
			121120	12360	026-422-0336-4300 REFERENCE MATERIALS	419.46
			121120		001-140-0000-4300 WEBCAM	229.84
			121120		001-422-3689-4300 ADDT'L MEDALS-REINDEER DASK EVE	131.39

 vchlist
 Voucher List
 Page:
 3

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
221454	1/19/2021	888800 BUSINESS CARD	(Continued)			
			,		017-420-1395-4300	50.00
			121420		SWAGGING TOOL	
					041-320-0000-4340	96.80
			121420		CONFERENCE REGISTRATION-CITY CI	
					001-115-0000-4365	150.00
			121620		ORAL BOARD LUNCH	
					001-106-0000-4270	72.27
			121620		METER COVERS	
					029-335-0000-4300	311.31
			121720		ORAL BOARD LUNCH	
					001-106-0000-4270	64.02
			121820		RETURNED-SWAGGING TOOL	
					043-390-0000-4340	-71.49
			122120		CITY ELECTRICIAN POSTING	
					001-106-0000-4230	325.00
			122420		MONTHLY DOMAIN RENEW-DEC 2020	
					001-135-0000-4260	5.00
			122920		AUDIO SUBSCRIPTION-DEC 2020	
					001-105-0000-4270	9.00
			123020		CAFR AWARD SUBMISSION	
					001-130-0000-4380	530.00
			123120		CITY EMAIL SVC FOR DEC & AZURE AC	
					001-135-0000-4260	1,645.67
			123120		FINANCE CHARGES-DEC 2020	
					001-190-0000-4435	227.35
					Total :	10,182.14
221455	1/19/2021	888800 BUSINESS CARD	122820-1		SECURITY CERTIFICATE	
					001-135-0000-4260	417.20
			122820-2		SECURITY CERTIFICATE	
					001-135-0000-4260	417.20
					Total :	834.40
221456	1/19/2021	893731 CAMPOS, ENRIQUE	37-1660-00		WATER ACCT REFUND-624 MOTT	
221400	1713/2021	OSOTOT OF WIN CO, ENTRIQUE	57-1000-00		070-2010	3.78
					070-2010	3.78
					070-2010	

vchlist 01/13/2021	11:53:40A	м	Voucher List CITY OF SAN FERNAND	o		Page: 4
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221456	1/19/2021	893731 CAMPOS, ENRIQUE	(Continued)		Total :	3.78
221457	1/19/2021	101957 CITY OF LOS ANGELES	38SF210000006		FIRE SERVICES-JAN 2021 001-500-0000-4260 Total :	236,012.00 236,012.00
221458	1/19/2021	103818 CITY OF LOS ANGELES	20200082223		BUILDING MAINT-IX UNIT~ 070-384-0000-4330 Total :	528.25 528.25
221459	1/19/2021	103029 CITY OF SAN FERNANDO	3141-3189		REIMBURSEMENT TO WORKER'S COM 006-1038 Total :	18,972.44 18,972.44
221460	1/19/2021	890893 CITY OF SAN FERNANDO	JAN 2021		VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210 Total :	4,367.79 4,367.79
221461	1/19/2021	890893 CITY OF SAN FERNANDO	FY2020/2021		CIF DONATION-ED COMM SCHOLARSH 053-101-0102-4430 Total:	1,000.00 1,000.00
221462	1/19/2021	890893 CITY OF SAN FERNANDO	FY20/21		CIF-LAS PALMAS SENIOR CLUB PROGI 053-101-0103-4430 Total :	500.00 500.00
221463	1/19/2021	890893 CITY OF SAN FERNANDO	31-0987-01		REV PYMNT-COVER NSF CHECK-300 N 070-2010 Total:	100.00 100.00
221464	1/19/2021	892687 CORE & MAIN LP	N463436 N480647	12243 12243	PW MAINTENANCE, REPAIRS & SUPPL 070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL 070-383-0301-4300	3,087.48 8,703.09
221465	1/19/2021	100562 CPRS	030523		Total: CPRS RENEWAL MEMBERSHIP 001-420-0000-4380	11,790.57 170.00

 vchlist
 Voucher List
 Page:
 8

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO

/oucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
		• • • • • • • • • • • • • • • • • • • •		<u>F0#</u>		
221465	1/19/2021	100562 100562 CPRS	(Continued)		Total :	170.00
221466	1/19/2021	103851 EVERSOFT, INC.	R2106699		WATER SOFTNER-WELL 2A	
					070-384-0000-4260	87.02
			R2106700		WATER SOFTNER-WELL4A	173.43
					070-384-0000-4260	173.43 260.4 5
					iotai .	200.40
21467	1/19/2021	887441 EWING IRRIGATION	13187616		IRRIG MATL'S FOR REC PARK	
					043-390-0000-4300	239.84
			13206652		IRRIG MATL'S FOR REC PARK	440.00
					043-390-0000-4300 Total :	110.33 350.17
					iotai .	330.17
21468	1/19/2021	890981 FAJARDO, JOEL	REIMB1		WELLNESS BENEFIT REIMB. FY20/21	
					001-101-0103-4140	42.51
			REIMB2		WELLNESS BENEFIT REIMB. FY20/21 001-101-0103-4140	137.49
			REIMB3		WELLNESS BENEFIT REIMB, FY20/21	137.48
			KEINB0		001-101-0103-4140	420.00
					Total :	600.00
21469	1/19/2021	101147 FEDEX	7-225-25840		COURIER SERVICES	
					001-190-0000-4280	50.34
					Total :	50.34
221470	1/19/2021	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.)	
					070-384-0000-4220	46.25
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	42.08
			209-188-4361-031792		RCS PHONE LINES	404.00
			209-188-4362-031792		001-420-0000-4220 PD MAJOR PHONE LINES	121.80
			203-100-4302-031792		001-222-0000-4220	622.44
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	86.15
					070-384-0000-4220	285.58

 vchlist
 Voucher List
 Page:
 6

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 6

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
221470	1/19/2021	892198 FRONTIER COMMUNICATIONS	(Continued)			
					001-420-0000-4220	282.3
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	29.5
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	29.2
			818-837-1509-032207		PUBLIC WORKS PHONE LINES	
					001-190-0000-4220	29.5
			818-838-4969-021803		POLICE DEPT ALARM PANEL	
					001-222-0000-4220	116.2
					Total :	1,691.2
221471	1/19/2021	101376 GRAINGER, INC.	9731709920		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	-227.0
			9731913670		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	93.6
			9734205082		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	155.4
			97342238448		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	356.6
			9741898192		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	-227.0
			9742354344		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	170.1
			974354336		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	113.5
			9759429062		MISC. BUILDING AND ELECTRICAL SUF	
				12261	043-390-0000-4300	13.2
					Total:	448.5
221472	1/19/2021	101434 GUZMAN, JESUS ALBERTO	DEC 2020		MARIACHI MASTER APPRENTICE PRO	
				12336	108-424-3657-4260	900.0
					Total:	900.0
221473	1/19/2021	893734 HARKINS, NATALIA	60-3280-01		WATER ACCT REFUND-1007 DE FOE	
					070-2010	16.9

5

Page:

Page:

 vchlist
 Voucher List
 Page: 7

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221473	1/19/2021	893734 HARKINS, NATALIA	(Continued)		Total :	16.94
221474	1/19/2021	888309 HI 2 LO VOLTAGE WIRING CO, INC	19588		MONITORING 01/01/21-03/31/21 001-222-0000-4260	75.00 75.00
221475	1/19/2021	893051 IDEMIA IDENTITY & SECURITY	135107		ANNUAL (9/5) MAINT. CAL YR 2021 001-135-0000-4260 Total :	1,450.00 1,450.00
221476	1/19/2021	101599 IMAGE 2000 CORPORATION	414951		VARIOUS COPIER MAINT CONTRACT-1 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 Total:	1,041.56 26.13 135.15 1,202.84
221477	1/19/2021	891570 INNOVATIVE TELECOM. SYSTEMS	2871 2874		TELEPHONE EQUIP. MAINTFEB 2021 001-190-0000-4220 ISSUES WITH 1267 @ 911 CONSOLE & 001-222-0000-4220 Total :	395.00 125.00 520.00
221478	1/19/2021	891777 IRRIGATION EXPRESS	15205447-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F 043-390-0000-4300 Total :	29.31 29.31
221479	1/19/2021	887952 J. Z. LAWNMOWER SHOP	26310 26312	12281 12281	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300 SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	50.61 273.57
221480	1/19/2021	893208 JEFF JENKINS	1507		Total: WELL 4 CHLORINE SYSTEM REPAIR 070-384-0000-4330 Total:	324.18 948.60 948.60
221481	1/19/2021	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2020	12337	MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	540.00

 vchlist
 Voucher List
 Page:
 8

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 8

Bank code :	bank3						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
221481	1/19/2021	889680	889680 JIMENEZ LOPEZ, JUAN MANUE	L (Continued)		Total :	540.0
221482	1/19/2021	892641	KIDNEY QUEST FOUNDATION, INC.	FY20/21		CIF-EMERGENCY BACKPACK RELIEF F 053-101-0103-4430 Total :	500.00 500.0 0
221483	1/19/2021	892996	KS STATEBANK	30	12221 12221	SMART METERS LEASE PAYMENT-FEB 001-190-0000-4405 001-190-0000-4428 Total :	52.45 1,547.80 1,600.2 5
221484	1/19/2021	101971	L.A. MUNICIPAL SERVICES	694-750-1000		WATER & ELECTRIC-13180 DRONFIELE 070-384-0000-4210 Total :	4,946.16 4,946.1 6
221485	1/19/2021	893668	LASER PRINTER SERVICES	23315		HP4700 MAINT. 001-130-0000-4300 Total :	482.15 482.1 5
221486	1/19/2021	893218	LAZARO, ERNESTO	DEC 2020	12338	MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260 Total :	540.00 540.0 0
221487	1/19/2021	101935	LOCAL GOVERNMENT COMMISSION	104999	12282	CONSULTING SERVICES-07/1/20-11/30/ 010-311-0628-4600 Total :	2,941.25 2,941.2 5
221488	1/19/2021	892477	LOWES	1002		SUPPLIES FOR HOLIDAY TREE DECOR 043-390-0000-4300	161.98
				1414		MAINT SUPPLIES-WELL SITES 070-384-0301-4300	39.37
				1450		SUPPLIES FOR MAINT-LP PARK 043-390-0000-4300	16.61
				1509		043-390-0000-4300 RODENT CONTROL-RECS PARK 043-390-0000-4300	50.48
				1623		MAINT SUPPLIES 043-390-0000-4300	18.07

Page:

 vchlist
 Voucher List
 Page:

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO

/oucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
				F0 #		
221488	1/19/2021	892477 LOWES	(Continued)		Total :	286.5
21489	1/19/2021	890992 M & M PAPER COMPANY	IN14131		(40) CASES OF COPY PAPER	
					001-190-0000-4300	1,403.6
					Total :	1,403.6
21490	1/19/2021	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	35.9
					Total:	35.9
21491	1/19/2021	102160 MCMASTER CARR SUPPLY CO	50199204		WATER TESTING SUPPLIES	
1401	1710/2021	102100 MOMACTER CARROLL ET CO	30133204		070-384-0000-4310	428.4
					Total:	428.4
221492	1/10/2021	892140 MICHAEL BAKER	1104655		CDBG ADMINISTRATIVE & LABOR COM	
21492	1/19/2021	092140 WICHAEL BAKEK	1104033	11886	026-311-0182-4260	1.410.0
				11886	026-420-0329-4260	180.0
				11886	026-422-0336-4260	390.0
					Total:	1,980.0
221493	1/19/2021	102226 MISSION LINEN SUPPLY	513900654		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	118.8
			513919175		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	74.0
			513936694		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	114.7
			513971021		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	74.9
					Total :	382.6
221494	1/19/2021	893050 MORALES-RODRIGUEZ, CRISTAL	DEC 2020		MARIACHI MASTER APPRENTICE PRO	
				12339	109-424-3692-4260	200.0
					Total :	200.0
221495	1/19/2021	888134 MOTOROLA SOLUTIONS, INC.	8281082994		HANDHELD RADIO ANTENNAS	
				12358	001-222-0000-4300	1,919.6
					001-222-0000-4300	191.9

vchlist		Voucher List	Page:	10
01/13/2021	11.53.40AM	CITY OF SAN FERNANDO		

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
221495	1/19/2021	888134 MOTOROLA SOLUTIONS, INC.	(Continued)		Total :	2,111.5
221496	1/19/2021	893247 NATIONAL READY MIXED	754932		MISC. CONCRETE WORK	
			755856	12365	001-311-0301-4300 MISC. CONCRETE WORK	612.6
			755656	12365	001-311-0301-4300	657.42
					Total :	1,270.10
221497	1/19/2021	893737 NGMB INC	52-3368-00		WATER ACCT REFUND-1924 WARREN	
					070-2010	12.49
					Total :	12.49
221498	1/19/2021	893736 NGMD INC	52-3362-14		WATER ACCT REFUND-1922 WARREN 070-2010	33.49
					770-2010 Total :	33.49
221499	1/19/2021	887422 NORTHERN SAFETY CO., INC.	904244500		COVID-19 CDBG-CV RESIDENTIAL FOC	
				12361	026-422-0336-4300	1,505.63
					Total:	1,505.63
221500	1/19/2021	893735 NOVA INDUSTRIAL LP	43-2780-04		WATER ACCT REFUND-1712 FIRST	
					070-2010	46.60
					Total:	46.60
221501	1/19/2021	102432 OFFICE DEPOT	138253054002		OFFICE SUPPLIES	
					070-384-0000-4300	15.72
			144587294001		OFFICE SUPPLIES 001-222-0000-4300	32.98
			144587439001		OFFICE SUPPLIES	32.90
			111001100001		001-222-0000-4300	93.83
			144918632001		OFFICE SUPPLIES	
					070-381-0000-4300	35.35
			144926199001		OFFICE SUPPLIES 070-384-0000-4300	51.98
					041-320-0000-4300	51.98
					043-390-0000-4300	51.98
			144927708001		OFFICE SUPPLIES	01.00
					043-390-0000-4300	26.39

 vchlist
 Voucher List
 Page:
 11

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 11

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
221501	1/19/2021	102432 OFFICE DEPOT	(Continued)			
			144927795001		OFFICE SUPPLIES	
					041-320-0000-4300	15.8
			144927796001		OFFICE SUPPLIES	
					043-390-0000-4300	18.39
			145128822001		OFFICE SUPPLIES	
					001-106-0000-4300	767.49
			145132576001		OFFICE SUPPLIES	
					001-106-0000-4300	190.72
			145401174001		OFFICE SUPPLIES	
					001-222-0000-4300	39.14
			145401450001		OFFICE SUPPLIES	
					001-222-0000-4300	103.63
			145401451001		OFFICE SUPPLIES	
					001-222-0000-4300	89.42
			145907611001		OFFICE SUPPLIES	
					001-222-0000-4300	176.84
			2457607567		OFFICE SUPPLIES	
					001-422-0000-4300	48.66
			2458842212		OFFICE SUPPLIES	
					001-422-0000-4300	65.11
					Total :	1,875.42
221502	1/19/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-396353		VEHICLE SERVICE, MAINTENANCE & F	
				12252	043-390-0000-4300	9.39
			4605-398040		VEHICLE SERVICE, MAINTENANCE & F	
				12252	041-320-0225-4400	44.61
					Total :	54.00
221503	1/19/2021	103057 SAN FERNANDO VALLEY SUN	11010		NOTICE TO INVITE BIDS-PROFESSION,	
					001-115-0000-4230	65.63
					Total :	65.63
221504	1/19/2021	893730 SELECT PORTFOLIO SERVICING INC	39-1895-10		UB Refund Cst #00017309	
22 1007	17 13/2021	093730 SELECT FORTH SERVICING INC	00-1000-10		070-2010	35.34
						35.34 35.34
					Total:	35.34

vchlist 01/13/2021	11:53:40A	м	Voucher List CITY OF SAN FERN			Page:	12
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
221505	1/19/2021	893732 SEWELL, ROBERT	37-1445-10		WATER ACCT REFUND-717 GRIFFITH 070-2010 Total :		98.28 98.28
221506	1/19/2021	893666 SIGNS 4U2C	030 200717-1		DECALS FOR PD UNIT-PD0000 041-320-0225-4400 TAX NOT PAID ON ORIG INV. 200717 041-320-0225-4400 Total :		500.00 40.00 540.00
221507	1/19/2021	103170 SIRCHIE FINGER PRINT	0473524-IN		EVIDENCE SUPPLIES 001-222-0000-4300 Total :		199.35 199.35
221508	1/19/2021	103184 SMART & FINAL	248 48		COVID-19 DISINFECTING SUPPLIES 001-222-3689-4300 CREAMER 001-222-0000-4300 Total :		219.57 47.92 267.49
221509	1/19/2021	893733 SOTO, ARTHUR	33-1370-01		WATER ACCT REFUND-719 HOLLISTER 070-2010 Total :		48.02 48.02
221510	1/19/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210 Total:		3,668.59 3,668.59
221511	1/19/2021	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402 Total :		3,472.29 3,472.29
221512	1/19/2021	103251 STANLEY PEST CONTROL	318701 318706 318707	12290 12290 12290	PEST EXTERMINATION FOR THE INTER 043-390-0000-4330 PEST EXTERMINATION FOR THE INTER 043-390-0000-4330 PEST EXTERMINATION FOR THE INTER 043-390-0000-4330		94.00 62.00 135.00

11

Page:

 vchlist
 Voucher List
 Page:
 13

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 13

1/19/2021	Vendor 103251 STANLEY PEST CONTROL 103305 TAB PRODUCTS CO.	Invoice (Continued) 318708 318711 318712 318713 2478098	PO # 12290 12290 12290 12290 12290	PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	55.0 95.0 85.0 85.0 611.0 4,344.0 332.5
		318708 318711 318712 318713 2478098	12290 12290 12290	043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	95.0 85.0 85.0 611.0
1/19/2021	103305 TAB PRODUCTS CO.	318711 318712 318713 2478098	12290 12290 12290	043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	95.0 85.0 85.0 611.0
1/19/2021	103305 TAB PRODUCTS CO.	318712 318713 2478098	12290 12290 12290	PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	95.0 85.0 85.0 611.0
1/19/2021	103305 TAB PRODUCTS CO.	318712 318713 2478098	12290 12290	043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	95.0 85.0 611.0 4,344.0
1/19/2021	103305 TAB PRODUCTS CO.	318713 2478098	12290 12290	PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	85.0 85.0 611.0 4,344.0
1/19/2021	103305 TAB PRODUCTS CO.	318713 2478098	12290 12290	PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	85.0 85.0 611. 0
1/19/2021	103305 TAB PRODUCTS CO.	318713 2478098	12290	043-390-0000-4330 PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	85.0 611. 0 4,344.0
1/19/2021	103305 TAB PRODUCTS CO.	2478098	12290	PEST EXTERMINATION FOR THE INTEF 043-390-0000-4330	85.0 611. 0 4,344.0
1/19/2021	103305 TAB PRODUCTS CO.	2478098		043-390-0000-4330 Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	611. 0
1/19/2021	103305 TAB PRODUCTS CO.			Total: DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	611.0 4,344.0
1/19/2021	103305 TAB PRODUCTS CO.		12355	DR FOLDERS 001-222-0000-4300 001-222-0000-4300 DR FOLDERS	4,344.0
1/19/2021	103305 TAB PRODUCTS CO.		12355	001-222-0000-4300 001-222-0000-4300 DR FOLDERS	
		2478448	12355	001-222-0000-4300 DR FOLDERS	
		2478448	12000	001-222-0000-4300 DR FOLDERS	
		2478448		DR FOLDERS	002.0
		2110110			
			12355	001-222-0000-4300	600.0
			12000	001-222-0000-4300	72.8
				Total :	5,349.4
1/19/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1111705		POWER TOOL	
					154.4
		1111706			
					113.8
		1111707			
					32.9
		341132			
					32.9
		6344578		AIR HOSE REPL & FITTINGS	
				043-390-0000-4300	58.6
		7271624		GLOVES FOR SEWER TRUCK-TREE PC	
				001-311-0000-4300	286.7
				Total :	679.5
1/19/2021	890833 THOMSON REUTERS	843577215		DETECTIVE INVESTIGATIVE SOFTWAR	
		· · · · ·	12311		211.8
			011	Total :	211.8
1/-	19/2021	19/2021 890833 THOMSON REUTERS	7271624	1111707 341132 6344578 7271624	043-390-0000-4300

 vchlist
 Voucher List
 Page:
 14

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 14

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
221516	1/19/2021	103903 TIME WARNER CABLE	0010518122920		CABLE-REC PARK-12/29-1/28	
			10369121820		001-420-0000-4260 CABLE-PD-12/18/20-01/17/21	213.71
			10303121020		001-222-0000-4260	224.67
			196309122320		INTERNET SERVICES 12/23-01/22	
			222204122920		001-190-0000-4220 CABLE-PW OPS CENTER-12/29-01/28	1,299.00
			222204122920		043-390-0000-4260	129.96
					Total :	1,867.34
221517	1/19/2021	892525 T-MOBILE	958769818		HOTSPOT & TABLET	
					001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
221518	1/19/2021	103445 UNDERGROUND SERVICE ALERT	1220200692		(44) NEW TICKETS	
			D0D001010FF		070-381-0000-4260	82.60
			DSB20194955		CA STATE FEE FOR REGULATORY COS 070-381-0000-4260	37.52
			DSB20197487		CA STATE FEE FOR REGULATORY COS	01.02
					070-381-0000-4260	37.52
					Total :	157.64
221519	1/19/2021	893167 UNITED MAINTENANCE SYSTEMS	14802		CONTRACTUAL SERVICES FOR JANITO	
				12256	043-390-0000-4260	7,250.00
				12256	043-390-3689-4260 Total :	17,850.00 25.100.0 0
						23,100.00
221520	1/19/2021	891825 UNITED STATES TREASURY	OCT-DEC 2020		EXCISE TAX QRTLY PYMNT-12/31/20	0.440.00
					074-320-0000-4457 Total :	2,143.66 2,143.6 6
						_,
221521	1/19/2021	103439 UPS	831954011		COURIER SERVICES	126.00
					001-190-0000-4280 Total :	126.00
						120.00
221522	1/19/2021	103449 USA BLUE BOOK	363879		MISC. WATER SUPPLIES	

13

Page:

 vchlist
 Voucher List
 Page:
 15

 01/13/2021
 11:53:40AM
 CITY OF SAN FERNANDO
 CITY OF SAN FERNANDO

Bank code :	bank3					
oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amou
221522	1/19/2021	103449 USA BLUE BOOK	(Continued)			
				12345	070-384-0000-4320	1,041.3
			383346		MISC. WATER SUPPLIES	
				12345	070-384-0000-4320	448.2
			389603		MISC. WATER SUPPLIES	
				12345	070-384-0000-4320	-1,029.2
			454025		MISC. WATER SUPPLIES	
				12345	070-384-0000-4320	2,501.2
					Total :	2,961.5
221523	1/19/2021	893647 VALEO NETWORKS	13809		FY21-INFORMATION TECHNOLOGY MA	
				12327	001-135-0000-4270	9,840.0
				12327	001-135-0000-4260	315.0
					Total :	10,155.0
221524	1/19/2021	892081 VERIZON BUSINESS SERVICES	71682339		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,064.9
					Total :	1,064.9
221525	1/19/2021	100101 VERIZON WIRELESS-LA	9869313188		MDT MODEMS- PD UNITS	
					001-222-0000-4220	1.338.1
			9869932829		PD CELL PHONE PLANS	.,
					001-222-0000-4220	237.5
			9869943597		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	160.8
					072-360-0000-4220	31.9
					041-320-0000-4220	19.4
					043-390-0000-4220	19.4
			9869954284		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	48.7
					070-384-0000-4220	42.2
					Total :	1,898.3
221526	1/19/2021	890970 WEX BANK	69357075		CITY FLEET FUEL	
					041-320-0152-4402	266.5
					041-320-0221-4402	182.7
					041-320-0222-4402	153.5

vchlist 01/13/2021	11:53:40 <i>A</i>	м	Voucher List CITY OF SAN FERNANI	DO		Page: 16
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221526	1/19/2021	890970 WEX BANK	(Continued)			
					041-320-0224-4402	499.13
					041-320-0225-4402	3,241.10
					041-320-0228-4402	586.06
					041-320-0311-4402	453.58
					041-320-0312-4402	179.16
					041-320-0320-4402	6.00
					041-320-0346-4402	56.97
					041-320-0370-4402	623.34
					041-320-0390-4402	1,042.97
					041-320-0420-4402	2.00
					007-313-3630-4402	2.00
					029-335-0000-4402	128.21
					070-381-0000-4402	59.08
					070-382-0000-4402	578.19
					070-383-0000-4402	637.73
					070-384-0000-4402	211.76
					072-360-0000-4402	125.99
					Total :	9,036.05
221527	1/19/2021	891531 WILLDAN ENGINEERING	003-32882		ON CALL ENGINEERING SERVICES	
				12350	001-310-0000-4270	8,315.50
				12350	070-385-0000-4270	520.00
				12350	011-311-0560-4600	455.00
				12350	024-371-0562-4600	195.00
				12350	072-365-0000-4260	585.00
			003-33417		ON CALL ENGINEERING SERVICES	
				12350	001-310-0000-4270	6,695.00
				12350	011-311-0560-4600	2,405.00
				12350	024-371-0562-4600	65.00
				12350	072-365-0000-4260	65.00
			LI-00000049091		ON CALL ENGINEERING SERVICES	
				12350	001-310-0000-4270	520.00
					Total :	19,820.50
8	2 Vouchers for	or bank code : bank3			Bank total :	410,143.61

January 19, 2021

Meeting Agenda CC & SA

EXHIBITADE AND of 396 RESO NO. 21-012

vchlist Voucher List Page: 01/13/2021 CITY OF SAN FERNANDO 11:53:40AM Bank code : bank3 Voucher Invoice Date Vendor PO # Description/Account Amount 82 Vouchers in this report Total vouchers : 410,143.61

Voucher Registers are not final until approved by Council.

Page:

Total :

Bank total :

532,911.90 532,911.90

SPECIAL CHECK

vchlist Voucher List 01/11/2021 9:23:35AM CITY OF SAN FERNANDO

bank3

Bank code : Voucher Date Vendor PO# Description/Account Invoice Amount 221255 12/23/2020 103648 CITY OF SAN FERNANDO PR 12-24-20 REIMB FOR PAYROLL W/E 12/18/20 REIMB FO 001-1003 007-1003 017-1003 029-1003 030-1003 041-1003 070-1003 072-1003 094-1003 110-1003 450,935.29 328.62 36.12 1,530.24 497.33 7,532.79 22,811.16 32,904.80 15,668.67 314.21 352.67

1 Vouchers in this report Total vouchers : 532,911.90

Voucher Registers are not final until approved by Council.

1 Vouchers for bank code :

Page:

Meeting Agenda CC & SA

EXHIBITADE AS4 of 396 RESO NO. 21-012

SPECIAL CHECKS

 vchlist
 Voucher List
 Page:

 12/30/2020
 12:54:45PM
 CITY OF SAN FERNANDO

Bank code : bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 221440
 12/29/2020
 893115 P.E.R.S. CITY RETIREMENT
 100000016238153
 EMPLOYER CONTRIB VARIANCE-11/21

2,647.12 Total : 2,647.12

1

1 Vouchers for bank code : bank3 Bank total : 2,647.12

001-1160

1 Vouchers in this report Total vouchers : 2,647.12

Voucher Registers are not final until approved by Council.

Page:

1

Page:

Page:

SPECIAL CHECKS

 vchlist
 Voucher List

 12/29/2020
 1:17:22PM
 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221332	1/1/2021	100286 BAKER, BEVERLY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.88 691.8 8
221333	1/1/2021	893277 CROOK, LORETTA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.29 238.29
221334	1/1/2021	100916 DEIBEL, PAUL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.2 5
221335	1/1/2021	891041 GARCIA, CONNIE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221336	1/1/2021	101781 KISHITA, ROBERT	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221337	1/1/2021	891027 LOCKETT, JOANN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.2 5
221338	1/1/2021	102126 MARTINEZ, MIGUEL	21-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	526.84 526.8 4
221339	1/1/2021	891031 ORTEGA, JIMMIE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.2 5
221340	1/1/2021	891032 OTREMBA, EUGENE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	619.50 619.5 0
221341	1/1/2021	891354 RAMIREZ, ROSALINDA	21-Jan		CALPERS HEALTH REIMB		013.0

vchlist 12/29/2020	1:17:22P	м	Voucher Lis CITY OF SAN FERI			F	Page: 2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
221341	1/1/2021	891354 RAMIREZ, ROSALINDA	(Continued)		001-180-0000-4127	Total :	526.84 526.84
221342	1/1/2021	102940 RUIZ, RONALD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.88 691.88
221343	1/1/2021	103121 SERRANO, ARMANDO	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.88 691.88
221344	1/1/2021	893677 SOLIS, MARGARITA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,288.84 2,288.84
221345	1/1/2021	892782 TIGHE, DONNA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.48
14	4 Vouchers f	or bank code : bank3			Bank	total:	7,535.10
14	Vouchers in	n this report			Total vouc	chers :	7,535.10

Voucher Registers are not final until approved by Council.

Page:

Page:

SPECIAL CHECKS

 vchlist
 Voucher List

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
221346	1/1/2021	100042 ABDALLAH, ALBERT	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,321.98 1,321.98
221347	1/1/2021	100091 AGORICHAS, JOHN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	206.97 206.97
221348	1/1/2021	891039 AGUILAR, JESUS	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	505.96 505.96
221349	1/1/2021	100104 ALBA, ANTHONY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	619.50 619.50
221350	1/1/2021	891011 APODACA-GRASS, ROBERTA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221351	1/1/2021	100260 AVILA, FRANK	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,386.46 2,386.46
221352	1/1/2021	100306 BARNARD, LARRY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.00
221353	1/1/2021	100346 BELDEN, KENNETH M.	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,183.00 1,183.00
221354	1/1/2021	892233 BUZZELL, CAROL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	168.56 168.5 6
221355	1/1/2021	891350 CALZADA, FRANK	21-Jan		CALPERS HEALTH REIMB		

vchlist Voucher List 2 Page: 12/29/2020 1:31:56PM CITY OF SAN FERNANDO Bank code : bank3 Voucher Date Vendor Invoice PO # Description/Account Amount 1/1/2021 891350 CALZADA, FRANK 221355 (Continued) 001-180-0000-4127 480.12 480.12 CALPERS HEALTH REIMB 221356 1/1/2021 100642 CASTRO, RICO 21-Jan 001-180-0000-4127 1,929.14 CALPERS HEALTH REIMB 221357 1/1/2021 103816 CHAVEZ FLENA 21-Jan 001-180-0000-4127 691.88 691.88 221358 1/1/2021 100752 COLELLI, CHRISTIAN CALPERS HEALTH REIMB 21-Jan 001-180-0000-4127 Total · 1,598.58 221359 1/1/2021 891014 CREEKMORE, CASIMIRA 21-Jan CALPERS HEALTH REIMB 001-180-0000-4127 238.25 Total · 238.25 221360 1/1/2021 893711 DAVIS, JAMES 21-Jan CALPERS HEALTH REIMB 001-180-0000-4127 1,734.92 Total: 1,734.92 221361 1/1/2021 891016 DEATON, MARK 21-Jan CALPERS HEALTH REIMB 070-180-0000-4127 617.17 Total: 617.17 221362 1/1/2021 100913 DECKER, CATHERINE 21-Jan CALPERS HEALTH REIMB 070-180-0000-4127 619.50 Total : 619.50 221363 1/1/2021 100925 DELGADO, RALPH 21-Jan CALPERS HEALTH REIMB 001-180-0000-4127 480.12 Total : 480.12 CALPERS HEALTH REIMB 221364 1/1/2021 100960 DIEDIKER, VIRGINIA 21-Jan 893.07 001-180-0000-4127

 vchlist
 Voucher List
 Page:

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO

	bank3						
oucher/	Date	Vendor	Invoice	PO #	Description/Account		Amount
221364	1/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued	i)		Total:	893.07
221365	1/1/2021	892102 DOSTER, DARRELL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	619.50 619.5 0
221366	1/1/2021	100996 DRAKE, JOYCE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.2 5
221367	1/1/2021	100995 DRAKE, MICHAEL	21-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	119.13 119.12 238.25
221368	1/1/2021	100997 DRAPER, CHRISTOPHER	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,598.58 1,598.5 8
221369	1/1/2021	101044 ELEY, JEFFREY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,751.00 1,751.0 0
221370	1/1/2021	891040 FISHKIN, RIVIAN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221371	1/1/2021	101182 FLORES, MIGUEL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	3,014.10 3,014.10
221372	1/1/2021	892103 GAJDOS, BETTY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221373	1/1/2021	891351 GARCIA, DEBRA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		2,478.01

 vchlist
 Voucher List
 Page:
 4

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO
 4

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221373	1/1/2021	891351	(Continued)		Total :	2,478.01
221374	1/1/2021	891067 GARCIA, NICOLAS	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	851.32 851.32
221375	1/1/2021	101318 GLASGOW, KEVIN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,598.58 1,598.58
221376	1/1/2021	891020 GLASGOW, ROBERT	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	370.00 370.00
221377	1/1/2021	101409 GUERRA, LAUREN E	21-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	683.03 683.02 1,366.05
221378	1/1/2021	891021 GUIZA, JENNIE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221379	1/1/2021	101415 GUTIERREZ, OSCAR	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.48
221380	1/1/2021	891352 HADEN, SUSANNA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	526.84 526.84
221381	1/1/2021	101440 HALCON, ERNEST	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,269.00 1,269.00
221382	1/1/2021	891918 HARTWELL, BRUCE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		619.50

3

Page:

 vchlist
 Voucher List
 Page:
 8

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO
 CITY OF SAN FERNANDO

/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221382	1/1/2021	891918 HARTWELL, BRUCE	(Continued)			Total :	619.50
221383	1/1/2021	101465 HARVEY, DAVID	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		181.48
					001-100-0000 4121	Total :	181.48
221384	1/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Jan		CALPERS HEALTH REIMB		
		TOTTOO THATTE, BEVELLI IMOTHEE	21 0011		001-180-0000-4127		1,650.00
						Total :	1,650.00
221385	1/1/2021	101471 HASBUN, NAZRI A.	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,526.76
						Total :	1,526.76
221386	1/1/2021	891023 HATFIELD, JAMES	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	619.50 619.5 0
						iotai.	013.30
221387	1/1/2021	892104 HERNANDEZ, ALFONSO	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		1,423.24
					001-100-0000-4127	Total :	1,423.24
221388	1/1/2021	891024 HOOKER, RAYMOND	21-Jan		CALPERS HEALTH REIMB		,
221300	1/1/2021	891024 HOOKER, RATMOND	Z I-Jaii		001-180-0000-4127		893.07
					00. 100 0000 1.2.	Total :	893.07
221389	1/1/2021	893616 HOUGH, LOIS	21-Jan		CALPERS HEALTH REIMB		
		, , , , , , , , , , , , , , , , , , , ,			001-180-0000-4127		188.03
						Total :	188.03
221390	1/1/2021	101597 IBRAHIM, SAMIR	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,526.76
						Total :	1,526.76
221391	1/1/2021	101694 JACOBS, ROBERT	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	879.00 879.0 0

 vchlist
 Voucher List
 Page:
 6

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO
 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221392	1/1/2021	892105 KAHMANN, ERIC	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	505.96 505.9 6
221393	1/1/2021	101786 KLOTZSCHE, STEVEN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	889.45 889.4 5
221394	1/1/2021	891866 KNIGHT, DONNA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	174.48 174.48
221395	1/1/2021	892929 LEWIS, WANDA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221396	1/1/2021	891043 LIEBERMAN, LEONARD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221397	1/1/2021	101933 LITTLEFIELD, LESLEY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.2 5
221398	1/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,196.54 1,196.5 4
221399	1/1/2021	102059 MACK, MARSHALL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	1,526.76
221400	1/1/2021	891010 MAERTZ, ALVIN	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		491.96
221401	1/1/2021	888037 MARTINEZ, ALVARO	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	491.96 1,484.28

5

Page:

Page:

 vchlist
 Voucher List
 Page:

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
221401	1/1/2021	888037 MARTINEZ, ALVARO	(Continued)			Total:	1,484.28
221402	1/1/2021	102206 MILLER, WILMA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221403	1/1/2021	102212 MIRAMONTES, MONICA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,526.76 1,526.76
221404	1/1/2021	102232 MIURA, HOWARD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221405	1/1/2021	892106 MONTAN, EDWARD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	168.56 168.56
221406	1/1/2021	102365 NAVARRO, RICARDO A	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	480.12 480.12
221407	1/1/2021	102473 ORDELHEIDE, ROBERT	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,088.36 2,088.36
221408	1/1/2021	102483 OROZCO, ELVIRA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	168.56 168.5 6
221409	1/1/2021	102486 ORSINI, TODD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,298.30 2,298.30
221410	1/1/2021	102569 PARKS, ROBERT	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,751.00 1,751.00

 vchlist
 Voucher List
 Page:
 8

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO
 8

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221411	1/1/2021	102527 PISCITELLI, ANTHONY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	480.12 480.1 2
221412	1/1/2021	891033 POLLOCK, CHRISTINE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	370.00 370.0 0
221413	1/1/2021	102735 QUINONEZ, MARIA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,196.68 1,196.6 8
221414	1/1/2021	891034 RAMSEY, JAMES	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	865.08 865.0 8
221415	1/1/2021	102864 RIVETTI, DOMINICK	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
221416	1/1/2021	102936 RUELAS, MARCO	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,377.34 1,377.3 4
221417	1/1/2021	891044 RUSSUM, LINDA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	181.48 181.4 8
221418	1/1/2021	103005 SALAZAR, TONY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,526.76
221419	1/1/2021	892107 SHANAHAN, MARK	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	505.96 505.9 6
221420	1/1/2021	891035 SHERWOOD, NINA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	iotai .	238.25

Page:

 vchlist
 Voucher List
 Page:

 12/29/2020
 1:31:56PM
 CITY OF SAN FERNANDO

Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
221420	1/1/2021	891035 SHERWOOD, NINA	(Continued)			Total:	238.2
221421	1/1/2021	103175 SKOBIN, ROMELIA	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		1,274.3
						Total:	1,274.3
221422	1/1/2021	103220 SOMERVILLE, MICHAEL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		1,356.0
					001-180-0000-4127	Total :	1,356.0
221423	1/1/2021	103394 TORRES, RACHEL	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127		238.25
						Total :	238.25
221424	1/1/2021	889588 UFANO, VIRGINIA	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	181.48 181.4 8
221425	1/1/2021	888417 VALDIVIA, LAURA	21-Jan		CALPERS HEALTH REIMB		
221425	1/1/2021	888417 VALDIVIA, LAURA	21-Jan		001-180-0000-4127		893.07
						Total:	893.07
221426	1/1/2021	891046 VANAALST, LEONILDA	21-Jan		CALPERS HEALTH REIMB		
					070-180-0000-4127		181.48
						Total :	181.48
221427	1/1/2021	103550 VANICEK, JAMES	21-Jan		CALPERS HEALTH REIMB		4 400 0
					070-180-0000-4127	Total :	1,196.68 1,196.6 8
221428	1/1/2021	103562 VASQUEZ, JOEL	21-Jan		CALPERS HEALTH REIMB		
221420	17 172021	100002 WOQOLL, 00LL	21-0011		070-180-0000-4127		1,751.00
						Total :	1,751.00
221429	1/1/2021	103692 VILLALVA, FRANCISCO	21-Jan		CALPERS HEALTH REIMB		
					001-180-0000-4127		2,027.69
						Total :	2,027.69

vchlist		Voucher List	Page:	10
12/29/2020	1:31:56PM	CITY OF SAN FERNANDO		

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
221430	1/1/2021	891038 WAITE, CURTIS	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,274.32 1,274.32
221431	1/1/2021	103612 WALKER, MICHAEL	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	3,014.10 3,014.10
221432	1/1/2021	103620 WARREN, DALE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	381.91 381.91
221433	1/1/2021	891036 WATT, DAVID	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	619.50 619.50
221434	1/1/2021	893690 WATTS, STEVE M.	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,196.68 1,196.68
221435	1/1/2021	891037 WEBB, NANCY	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	865.08 865.08
221436	1/1/2021	103643 WEDDING, JEROME	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	619.50 619.50
221437	1/1/2021	103727 WYSBEEK, DOUDE	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	238.25 238.25
221438	1/1/2021	103737 YNIGUEZ, LEONARD	21-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,274.32 1,274.32
93	Vouchers fo	or bank code : bank3			В	ank total :	85,091.81

January 19, 2021

Meeting Agenda CC & SA

EXHIBITATIVATI of 396 RESO NO. 21-012

vchlist Voucher List 12/29/2020 CITY OF SAN FERNANDO 1:31:56PM Bank code : bank3 Voucher Invoice Date Vendor PO # Description/Account Amount 93 Vouchers in this report Total vouchers : 85,091.81

Voucher Registers are not final until approved by Council.

Page:

1

SPECIAL CHECK

 vchlist
 Voucher List

 12/30/2020
 9:44:44AM
 CITY OF SAN FERNANDO

Bank code : bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 221439
 1/5/2021
 102519 P.E.R.S.
 JAN 2021
 HEALTH INS. BENEFITS-JAN 2021

151,911.77 Total: 151,911.77

001-1160

1 Vouchers for bank code : bank3 Bank total : 151,911.77

1 Vouchers in this report Total vouchers : 151,911.77

Voucher Registers are not final until approved by Council.

Page:

1



This Page
Intentionally
Left Blank

January 19, 2021 Meeting Agenda CC & SA Page 45 of 396



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

San Fernando Education Commission

Date: January 19, 2021

Subject: Consideration to Approve the Use of City Letterhead to Send Letters from the San

Fernando Education Commission to Local School Principals and Directors

Regarding City Resources

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the one-time use of the City Seal and letterhead by the San Fernando Education Commission to send a letter (Attachment "A") to local school Principals and Directors (Attachment "B") regarding City resources, in lieu of the annual Principals' Brunch event; and
- b. Authorize the City Clerk to finalize and mail such letter under the Education Commissioner's signatures.

BACKGROUND/ANALYSIS:

On May 16, 2011, the City Council established the San Fernando Education Commission ("Commission") (Attachment "C"). Members of the Commission consists of five City Council appointed residents of the City and acts as a liaison between the City and local school administrations to achieve increased student achievement and higher education opportunities.

The Commission has been accomplishing their goals of increase student achievement and higher education opportunities, by overseeing a scholarship program, Student of the Month Program, Teacher Spotlight program, and building partnerships with local schools. Since various schools within the City share the same families, one of their goals, has been to host a Principals' Brunch event, which began in the fall of 2018, bringing together principals from public, private, and charter schools for a brief morning meet and greet (i.e., network, share ideas, and problem solve). During past Principals' Brunches, City staff has been present to meet staff from the various school sites and make a presentation on the many resources available in the community.

CITY CLERK DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1204

□ City Manager

WWW.SFCITY.ORG

Consideration to Approve the Use of City Letterhead to Send Letters from the San Fernando Education Commission to Local School Principals and Directors Regarding City Resources
Page 2 of 2

Due to the COVID-19 pandemic, the Education Commission had to cancel this year's Principals' Brunch event and would like to formally reach out to the schools to ensure that they are aware of City resources. The proposed letter (Attachment "A") includes contact information for City staff, public safety, and City Commissions and highlights some of the programs offered through the Education Commission, including the scholarship program and student/teacher of the month recognition programs.

BUDGET IMPACT:

There is no fiscal impact associated with approving the use of City letterhead. Additional future costs to be determined based on City Council direction.

CONCLUSION:

Staff recommends that the City Council approve the one-time use of City letterhead to send a letter to local school Principals and Directors to ensure they are aware of City resources.

ATTACHMENTS:

- A. San Fernando Education Commission Letter to Local Principals
- B. San Fernando Education Commission Public and Private Schools Roster
- C. Ordinance No. 1605

ATTACHMENT "A"

SAN FERNANDO

CITY COUNCIL

January 19, 2021

Mayor Sylvia Ballin

VICE MAYOR

MARY MENDOZA

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER HECTOR A. PACHECO

COUNCILMEMBER
CELESTE T. RODRIGUEZ

Dear Principals and School Directors,

Greetings on behalf of the City of San Fernando Education Commission. As you begin the new semester, we would like to thank you for your dedication and strength in responding to the new and challenging circumstances we find ourselves in. We realize that it has taken understanding, creativity, and resilience to lead a school site virtually and to follow the restrictions due to the COVID-19 pandemic. We salute your courageous effort in moving ahead to provide the best services possible to our students and community.

In addition, we'd like to express a special welcome to our new principals and directors to the cluster of 22 City of San Fernando schools. You are in an exceptional group, including public and private schools ranging from childcare centers to high schools. In lieu of the annual Principals' Brunch, we send this letter to provide information you may find useful.

The City of San Fernando is 2.4 square miles, located in the Northeast San Fernando Valley, surrounded by the City of Los Angeles. Nick Kimball is the current City Manager and may be reached at (818) 898-1202 or via email at CityManager@sfcity.org. The City of San Fernando also has its own police department: non-emergency calls can go to (818) 898-1267. For more information, visit the City's website at http://www.sfcity.org.

City Council meetings are held on the first and third Mondays of each month and can be viewed through YouTube at:

https://www.youtube.com/c/CityOfSanFernando.

The City has an active Disaster Council, Transportation and Safety Commission, Parks, Wellness, and Recreation Commission, Planning and Preservation Commission, and other commissions that may be of interest. Commission meetings are also streamed live via the City's YouTube channel. For more information visit: https://ci.san-fernando.ca.us/commissions-boards/.

CITY CLERK DEPARTMENT

117 Macneil Street San Fernando California 91340

(818) 898-1204

The Education Commission meets the last Tuesday of the month at 6 pm (typically in the City Council Chambers, but is currently live streaming to YouTube via Zoom). A City Councilmember appoints one commissioner to each Commission. The Education Commission's current commissioners are parents, teachers, and retired

CITY OF SAN FERNANDO EDUCATION COMMISSION

City of San Fernando Resources Page 2 of 3

school administrators who live in the City and are committed to serving as liaisons between schools, families, and city officials.

Programs implemented by the Education Commission include:

A scholarship program featuring several city-sponsored scholarships that are posted in December and are due in February. (Links will be on the city website, and our Commission will be reaching out to schools to provide the link). Some scholarships require students to live in the City, and others only require that the student attend school in San Fernando. The current round of scholarships will be due on February 19, 2021, and a flyer will be shared with you to distribute to families who may have eligible members in their household.

The Principals' Brunch serves as a way to create a network of city principals and directors with their neighboring colleagues. Participants represent a variety of educational spaces, ranging from high schools, child care centers, and public to private schools. The brunch offers information regarding services provided by the City, introduces City officials from varying City Departments such as Public Works, Community Development, Finance, Police, and Administration, along with programs that benefit the community (Example: Police Explorers, Internships, etc.). The Education Commission will be happy to connect you virtually to city staff and departments who may help achieve your goals.

The Student of the Month program aims to feature a K-8 student and a high school student for their excellence in areas such as positive attitude, leadership, perseverance, and more. Principals will receive a monthly email that will share the month's theme and a link to a form for submission. Principals are welcome to delegate this responsibility to any school official or teacher if they wish. Email reminders are sent out monthly with links to each month's prompt and students are honored at a subsequent City Council meeting by the Mayor and City Councilmembers.

A newly added Teacher Spotlight program asks school communities to nominate teachers who go above and beyond to make their teaching and learning experience possible. While principals are welcome to nominate a teacher, the Commission hopes for student and family-driven entries. Teachers are also honored at City Council meetings; for more information Contact Chair Zobel-Rodriguez at AZobelRodriguez@sfcity.org.

The Education Commission meets only once a month, but we are available whenever you have any questions or concerns. 2020 was a year like no other, so

CITY OF SAN FERNANDO EDUCATION COMMISSION

City of San Fernando Resources Page 3 of 3

let us know if you have questions or need help as you start in 2021. You can reach us at sfcity.org.

Welcome to the City of San Fernando!

Sincerely,

City of San Fernando Education Commission

Signature		Signature		
Angel Zobel-Rod Chair	riguez	David Govea Vice Chair		
Signature	Signature Signat		Signature	
Suzanne N. Llamas Commissioner	Nicole Commis	_	Olivia Robledo Commissioner	



EDUCATION COMMISSION ROSTER PUBLIC AND PRIVATE SCHOOLS

#	SCHOOL NAME	ADDRESS	PHONE	NAME	TITLE	EMAIL
1	CCLA Academy of Scientific Exploration	1001 Arroyo Ave	(818) 838-3926	Angie Jensen-Cachon	Principal	ajc@explorease.org
2	CCLA Artes Magnet School	1001 Arroyo Ave	(818) 837-6429	Anne Maschler	Principal	amaschler@arteshs.org
3	CCLA Humanitas Social Justice Academy	1001 Arroyo Ave	(818) 838-3915	Jeff Austin	Principal	jaustin@sjhumanitas.org
4	CCLA Technology Preparatory Academy	1001 Arroyo Ave	(818) 838-3947	Freddy Ortiz	Principal	fxo8969@lausd.net
5a	Wooden Shoe Preschool	1525 Glenoaks Blvd	(818) 365-1513	Martha Veloz	Director	woodenshoe@glenoaksschools.com
5b	Glenoaks Christian Schools – Elementary	1525 Glenoaks Blvd	(818) 365-1513	Michael Jackson	Principal	principal@glenoaksschools.com
5c	Glenoaks Christian Schools – Middle School	1525 Glenoaks Blvd	(818) 365-1513	Anne Marie Trinidad	Principal	atrinidad@glenoaksschools.com
6	Gridley Street Elementary School	1907 Eighth St	(818) 361-1243	Jacqueline Roman	Principal	jacqueline.roman@lausd.net
7	Volunteers of America Dolores Huerta Head Start School	454 Kalisher St	(818) 837-0097	Joan McGowan	Director	Jmcgowan@voala.org
8	Kid's 1st Learning Center	727 Kewen St	(818) 837-6833	Yeimmi Lopez	Site Supervisor	yeimmi.lopez@kids1st.org
9	Kinder Care Learning Center: Peggy and Penny Nairn 24 Hour Child Care and Learning Center	2100 Frank Modugno Dr	(818) 365-3836	Peggy Narin	Director	pnp24hr@gmail.com
10	Nueva Esperanza Charter Academy	1218 Fourth St	(818) 256-1951	Monica Wagner	Principal	m.wagner@pucschools.org



EDUCATION COMMISSION ROSTER PUBLIC AND PRIVATE SCHOOLS

#	SCHOOL NAME	ADDRESS	PHONE	NAME	TITLE	EMAIL
11	Morningside Elementary	576 N Maclay Ave	(818) 365-7181	Lowell Bernstein	Principal	lowell.bernstein@lausd.net
12	O'Melveny Street School	728 Woodworth St	(818) 365-5621	Henry L. Vidrio	Principal	henry.vidrio@lausd.net
13	Saint Ferdinand Catholic School	1012 Coronel St	(818) 361-3264	Luis Gamarra	Principal	principal@stferdinand.com
14	California Childrens' Academy	623 Hagar St	(323) 223-3313	Andrea Joseph	VP of Education	andrea@californiachildrensacademy.org
15	San Fernando Early Education Center	1204 Woodworth St	(818) 365-9105	Susan Han	Principal	shan@lausd.net
16	San Fernando Elementary	1130 Mott St	(818) 365-3201	Richard J. Guillen	Principal	rguill1@lausd.net
17	San Fernando Institute For Applied Media	130 N Brand Blvd	(818) 837-5455	Pearl Arredondo	Principal	pxa31202@lausd.net
18	San Fernando Middle School	130 N Brand Blvd	(818) 837-5400	Karen Fattal	Principal	kfattal@lausd.net
19	Volunteers of America Buen Principio Preschool	604 S. Maclay Ave	(818) 365-6673	Rachel Chalmers	Supervisor	Rchalmers@voala.org
20	Santa Rosa Bishop Alemany School	1316 Griffith St	(818) 361-5096	Tammy Becker	Principal	tbecker@srbacs.com
21	YWCA Greater Los Angeles	1200 N Maclay Ave	(818) 365-6881	Rocio Gonzalez	Site Director	rocio.gonzalez@ywcagla.org

ATTACHMENT "C"

ORDINANCE NO. 1605

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING AN EDUCATION COMMISSION AND AMENDING SECTIONS 2-34 AND 2-35 OF DIVISION 1 OF ARTICLE II OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE REGARDING THE APPOINTMENT AND REMOVAL OF COMMISSIONERS AND COMMISSION VACANCIES

The City Council of the City of San Fernando does hereby ordain as follows:

A new Division 8 is hereby added to Article V ("Boards, Commissions, Section 1. Committees, Agencies and Authorities") of Chapter 2 ("Administration") of the San Fernando City Code to read as follows:

"Division 8. Education Commission

Sec. 2-614.	Created; composition; qualifications.
Sec. 2-615.	Officers; compensation.
Sec. 2-616.	Meetings; quorum.
Sec. 2-617.	Absence from meetings.
Sec. 2-618.	Powers and duties; rules and regulations; reports and records.
Sec. 2-619.	Incurring financial liability.

Sec. 2-614. Created; composition; appointment; qualifications.

- (a) There is established an education commission in and for the city.
- (b) The education commission shall consist of five members.
- (c) Each member shall be appointed in accordance with Section 2-34 of this code.
- (d) Each member shall, at all times during their incumbencies, be a resident and registered voter of the city.

Sec. 2-615. Officers; compensation.

- The members of the education commission shall annually in June elect one of its number as chair and one of its number as vice-chair, each to serve for a one-year term or until a successor is elected. The city clerk shall serve as secretary to the education commission. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.
- (b) The city council shall fix the amount of compensation, if any, to be paid to the members of the education commission.

Sec. 2-616. Meetings; quorum.

- (a) The members of the education commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least forty-eight hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.
- (b) Three members of the education commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained.

Sec. 2-617. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the education commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to Section 2-35 of this code.
- (b) Absence from three regular meetings of the education commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to Section 2-35 of this code.
- (c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

Sec. 2-618. Powers and duties; rules and regulations; reports and records.

- (a) The powers and duties of the education commission shall be as follows:
- (1) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city.
- (2) Initiate studies, investigations, surveys and make recommendations to the city council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
- (3) Coordinate with the San Fernando Police Chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a School Resource Officer at those schools.

- (b) Subject to the approval of the city council, the education commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.
- (c) The education commission shall keep an accurate record of all its proceedings and activities and shall render annually, on a calendar basis, a full report of the commission's activities and recommendations to city council.

Sec. 2-619. Incurring financial liability.

Neither the education commission nor any person connected with the commission shall incur any financial liability in the name of the city."

Section 2. Section 2-34 ("Method of appointment to commissions") of Division 1 ("Generally") of Article II ("City Council") of Chapter 2 ("Administration") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 2-34. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council."

Section 3. Section 2-35 ("Removal of commission members; vacancies") of Division 1 ("Generally") of Article II ("City Council") of Chapter 2 ("Administration") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 2-35. Removal of commission members; vacancies.

A city councilmember may, at any time, seek the removal of the individual appointed to serve in the position on the commission that is assigned to that councilmember by nominating a replacement. If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement. A nomination for removal or a vacancy shall require ratification by the majority of the city council. The nomination shall be made and the council shall act on the nomination within thirty days from the date of the vacancy, unless the council continues the matter for further consideration."

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 5. Certification. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 16th day of May, 2011.

Mario F. Hernández, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 16th day of May, 2011 and was carried by the following roll call vote:

AYES:

Hernández, Esqueda, Ballin, Lopez, De La Torre – 5

NOES:

None

ABSENT:

None

ABSTAIN:

None

Elena G. Chávez, City Clerk

This Page
Intentionally
Left Blank



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Michael E. Okafor, Personnel Manager

Date: January 19, 2021

Subject: Consideration to Adopt a Resolution Amending the Fiscal Year 2020-2021 Salary

Plan to Implement Changes in the California Minimum Wage for Certain Part-time

Employees

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8050 (Attachment "A") amending the Fiscal Year (FY) 2020-2021 Salary Plan to implement changes in minimum wage for certain part-time employees; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

- 1. On April 4, 2016, Governor Jerry Brown approved Senate Bill (SB) 3, which mandated new minimum wage rates for all employees in California by increasing from \$10.50 per hour in 2017 to \$15 per hour in 2022, for employers with 26 employees or more.
- 2. On November 21, 2016, the City Council approved a Memorandum of Understanding (MOU) (Contract No. 1838) with the San Fernando Part-time Employees Bargaining Unit (SFPEBU) that includes certain provisions in employee wages for FY 2016-2017 through FY 2021-2022.
- 3. On January 1, 2017, November 20, 2017, December 3, 2018, and February 3, 2020, the City Council approved amendments to the City Salary Plan to implement the following minimum wage increases: \$10.50 per hour in 2017, \$11.00 per hour in 2018, \$12.00 per hour in 2019, and \$13.00 per hour in 2020.

ADMINISTRATION DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

□ City Manager

WWW.SFCITY.ORG

Consideration to Adopt a Resolution Amending the Fiscal Year 2020-2021 Salary Plan to Implement Changes in the California Minimum Wage for Certain Part-time Employees
Page 2 of 2

ANALYSIS:

The approved MOU (Contract No. 1838) between the City and SFPEBU includes a provision to comply with Senate Bill (SB) 3, which was signed into law on April 4, 2016 by the California Governor, implementing certain minimum wage increases, effective on January 1st of each year through January 1, 2022 as follows:

- a. January 1, 2017: \$10.50 per hour
- b. January 1, 2018: \$11.00 per hour
- c. January 1, 2019: \$12.00 per hour
- d. January 1, 2020: \$13.00 per hour
- e. January 1, 2021: \$14.00 per hour
- f. January 1, 2022: \$15.00 per hour

The City is up to date on the implementation of the minimum wage provisions. However, it is necessary to amend the FY 2020-2021 Salary Plan to reflect the latest minimum wage, which is \$14.00 per hour, effective January 1, 2021. Nine part-time job classifications are impacted by the January 1, 2021 increase to avoid impaction issues between related classifications. All impacted part-time job classifications are reflected in the attached Resolution (Attachment "A").

BUDGET IMPACT:

The total additional cost of the State mandated minimum wage increase for FY 2020-2021 is approximately \$15,000, which is about 7.7% increase for each applicable part-time employee. Sufficient funds are included in the FY 2020-2021 Adopted Budget to cover the cost of this increase.

CONCLUSION:

Approval of the amended Salary Plan is necessary to implement the provisions of the negotiated MOU between the City of San Fernando and SFPEBU, as well as comply with the State Minimum Wage Law.

ATTACHMENT:

A. Resolution No. 8050

ATTACHMENT "A"

RESOLUTION NO. 8050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF RESOLUTION NO. 8014, ADOPTED JUNE 15, 2020

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That that portion of Section 1 of Resolution 8014, adopted June 15, 2020, as amended, be further amended by deleting "Schedule H For Part-Time Hourly Employees (SPEBU)" on page 4, and replacing it with the following, effective the first pay period which includes January 1, 2021:

	SCHEDULE H						
	FOR						
	PART-TIME HOURLY EMPLOYEES (SFPEBU)						
SALARY							
RANGE							
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E		
44	14.00	14.59	15.21	15.85	16.54		
45	14.22	14.86	15.54	16.24	16.97		
47	14.67	15.30	14.98	16.67	17.40		
48	14.87	15.55	16.24	16.97	17.82		
52	15.36	16.04	16.72	17.46	18.22		
65	15.72	16.58	17.51	18.49	19.49		
71	18.43	19.30	20.25	21.20	22.21		
94	22.19	23.43	24.73	26.07	27.50		

SECTION 2: That that portion of Sub-section B of Section 2 of Resolution 8014, adopted June 15, 2020, as amended, be further amended by deleting the Salary Schedule on Page 8 for the job classifications specified hereunder, and replacing it with the following, effective the first pay period which includes January 1, 2021. This reflects a seven and seven-tenths percent (7.7%) minimum wage increase:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Crossing Guard	44H	14.00	14.59	15.21	15.85	16.54
Day Camp Counselor	44H	14.00	14.59	15.21	15.85	16.54
Junior Cadet	45H	14.22	14.86	15.54	16.24	16.97

RES. NO. 8050

Office Clerk/Cashier	48H	14.87	15.55	16.24	16.97	17.82
Pool Attendant/Cashier	44H	14.00	14.59	15.21	15.85	16.54
Recreation Leader I	44H	14.00	14.59	15.21	15.85	16.54
Recreation Leader II	47H	14.67	15.30	15.98	16.67	17.40
Recreation Leader III	71H	18.43	19.30	20.25	21.20	22.21
Senior Day Camp Counselor	52H	15.36	16.04	16.72	17.46	18.22

SECTION 3: Except as amended herein, all other provisions of Resolution No. 8014, adopted June 15, 2020, remains unchanged and in full force and effect.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 19th day of January, 2021.

ATTEST:	Sylvia Ballin, Mayor	
Julia Fritz, City Clerk		

RES. NO. 8050

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full,

City Co	d correct copy of Resolution No. 8050, which was regularly introduced and adopted by the uncil of the City of San Fernando, California, at a regular meeting thereof held on the 19 th anuary, 2021, by the following vote of the City Council:
	AYES:
]	NOES:
	ABSENT:
	ABSTAINED:
	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the San Fernando, California, this day of January, 2021.

Julia Fritz, City Clerk

This Page
Intentionally
Left Blank

This Page
Intentionally
Left Blank

January 19, 2021 Meeting Agenda CC & SA Page 67 of 396



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Michael E. Okafor, Personnel Manager

Date: January 19, 2021

Subject: Consideration to Adopt a Resolution Approving a New Job Specification for

Community Preservation Officer

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 8051 (Attachment "A") approving new specifications for the Community Preservation Officer job classification; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

- 1. On April 20, 2020, the City Council received a presentation from staff regarding the Fiscal Year (FY) 2020-2021 Citywide Strategic Goals and City Council priorities. As part of the presentation, staff identified and estimated \$1.5 \$2.0 million revenue shortfall for the upcoming budget year due to COVID-19 economic impacts. The City Council approved an Ad Hoc Committee (Fajardo, Pacheco) to work with staff to identify solutions to address the shortfall.
- 2. On June 1, 2020, despite including a 10% reduction in Department operating costs and deferral of internal transfers and internal debt payments, the FY 2020-2021 Proposed Budget included a General Fund budget deficit of approximately \$800,000 due to projected loss of revenue from COVID-19 economic impacts.
- 3. In June 2020, staff notified all bargaining units representing non-sworn employees, including the San Fernando Public Employees Association (SFPEA), represented by the Service Employees International Union Local 721 (SEIU 721), and the Police Civilians, represented by the San Fernando Police Civilians' Association (SFPCA) that the City Council was interested in offering a retirement incentive through California Public Employees' Retirement System

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

Consideration to Adopt a Resolution Approving a New Job Specification for Community Preservation Officer

Page 2 of 3

(CalPERS) as a cost saving measure. The Retirement Incentive Program provides eligible employees two years of service credit in exchange for retiring and voluntarily separating from employment within the City specified period (i.e., August 17, 2020 – November 20, 2020). The City must permanently unfill the position being vacated to recognize cost savings.

- 4. Throughout June, July, and August 2020, staff met with all affected bargaining units to identify eligible employees, determine interest in participating in the program, discuss the service impacts of losing certain positions, and propose opportunities to minimize those impacts.
- 5. On August 3, 2020, the City Council adopted an Urgency Ordinance and Certification of Final Action of Governing Body, thus completing the final action needed to amend the City's contract with CalPERS and to provide the two-year additional service credit to eligible employees. The Amendment became effective on August 5, 2020.
- 6. On August 17, 2020, the City Council approved a Letter of Agreement with SFPEA agreeing to terms and conditions related to the Retirement Incentive Program, and agreeing to meet and confer to resolve the impacts of the Program. In addition, pursuant to CalPERS requirements, the City Council designated the early retirement period, from August 17, 2020 through November 20, 2020. Subsequently, 12 employees, including the Building and Safety Supervisor, accepted the early retirement provision, and retired by November 20, 2020.
- 7. In October and November 2020, staff concluded meetings with SFPCA to resolve the impact of the early retirement of the Building and Safety Supervisor, which impacted the duties of the Community Preservation Officer job classification (currently represented by SFPCA).

ANALYSIS:

CalPERS offers a retirement incentive program to member agencies that allows an agency to provide two years of service credit to eligible staff in lieu of implementing layoffs or furloughs. This program provides a mechanism for agencies to reduce staff through a voluntary separation arrangement and recognize immediate payroll savings. However, the City must permanently unfill the retiree's position, or another position in the same department or organizational unit, once it is vacated by the eligible employee. In order to maintain a similar level of service once the positions are vacated, certain employees will need to perform additional duties and responsibilities that are currently outside of their existing job classification.

Pursuant to the current MOUs, the City has met and conferred with SFPEA and SFPCA to resolve the impacts of the Retirement Incentive Program on existing job classifications. Twelve employees retired by November 20, 2020, thus leaving certain positions, including the Building and Safety Supervisor position, permanently unfilled in pursuance to CalPERS stipulations.

Consideration to Adopt a Resolution Approving a New Job Specification for Community Preservation Officer

Page 3 of 3

So far, the City Council has approved resolutions addressing the impact of majority of the 12 retirees through reclassification of some existing job classifications. However, in order to address the impact of the retirement of the Building and Safety Supervisor, the City and SFPCA agree to revise the existing job specification for Community Preservation Officer to include building inspection duties, as long as valid certification is obtained. Performance of the additional building inspection duties will provide the impacted employees with an additional 10% special pay above base Community Preservation Officer salary.

Upon obtaining valid certifications as either Residential Building Inspector or Commercial Building Inspector, the Community Preservation Officer may be appointed by the Director of Community Development through an at-will, special assignment provision, to provide full range of building inspection services as a combination inspector.

BUDGET IMPACT:

The cost for total annual General Fund salary and benefit savings for the Building and Safety Supervisor position that is being permanently unfilled because of the Retirement Incentive Program is approximately \$141,182. However, the City is currently utilizing its pre-existing contract building inspection services, which cost about \$120,000 per year. Therefore, the current estimated annual savings is \$21,182. Once the Community preservation Officer obtains valid certification (in about nine months), the additional annual salary cost for the 10% special pay for one full-time Community Preservation Officer's pay of \$9,828 shall apply, while the cost for contract building inspection services shall be reduced to about \$70,000 per year. Then, the estimated annual net savings will be \$61,354.

CONCLUSION:

Staff recommends that the City Council approve the proposed job specification for Community Preservation Officer in order to remedy the responsibilities directly impacted by the retirement of the Building and Safety Supervisor who retired under the Retirement Incentive Program.

ATTACHMENT:

A. Resolution No. 8051 with Exhibit "A"

ATTACHMENT "A"

RESOLUTION NO. 8051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 180 THERETO

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 180 (Exhibit "A") covering important and essential duties, job-related and essential qualifications for the following position and classification:

COMMUNITY PRESERVATION OFFICER

Supplement No. 180 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 180 are now on file in the office of the City Clerk. Said Supplement No. 180 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: That the following adjustment to the compensation, terms and conditions of employment for employees designated as Community Preservation Officer shall apply:

When assigned by the Director of Community Development to serve as a Community Preservation Officer and Building Inspector, the incumbent shall, in addition to performing regular Community Preservation Officer duties, provide full range of building inspection services as a combination inspector. While fulfilling this at-will, special assignment, the employee shall receive ten percent (10%) above Community Preservation Officer base pay.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of January 2021.		
ATTEST:	Sylvia Ballin, Mayor	
Julia Fritz, City Clerk		

RES. NO. 8051

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8051, which was regularly introduced and adopted by the

City Council of the City of San Fernando, Californi day of January, 2021, by the following vote of the C	
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto city of San Fernando, California, this day of _	set my hand and affixed the official seal of the, 2021.
	Julia Fritz, City Clerk



JOB SPECIFICATION				
CLASS TITLE	ADOPTION			
COMMUNITY PRECEDVATION OFFICER	RESOLUTION NO. 8051	1/19/2021		
COMMUNITY PRESERVATION OFFICER	FLSA DESIGNATION NON-EXEMPT			

GENERAL PURPOSE

Under general supervision of the Director of Community Development, performs routine to difficult field inspections of public and private property to ensure compliance with City zoning, municipal and building code provisions; explains regulations relating to codes to the public; inspects for business licenses; issues compliance orders and citations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Community Preservation Officer performs journey-level code compliance duties including proactive field enforcement as well as responding to complaints regarding code compliance, nuisance abatement and community preservation. Assigned work requires general knowledge of the functions applicable to code enforcement and the ability to solve routine to moderately difficult problems.

This position reports directly to the Director of Community Development.

Community Preservation and Building Inspector is an available at-will assignment, subject to appointment by the Director of Community Development. An employee assigned to serve as Community Preservation Officer and Building Inspector, provides full range of building inspection services as a combination inspector. While serving as Community Preservation Officer and Building Inspector, the employee shall receive ten percent (10%) above base Community Preservation Officer pay.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Performs inspections and re-inspections of public and private property to ensure compliance with City zoning, municipal and building codes, including proactive inspections of residential, commercial and industrial buildings and properties; investigates and determines existence and type of zoning, municipal or building code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation and citations in accordance with all City codes; documents investigations and inspections.
- 2. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal and building codes; responds to citizen complaints regarding potential code violations; coordinates with other City departments and other governmental agencies and performs code enforcement actions as necessary including encroachment issues, animal control and licensing, delinquent business licenses, non-payment of City fees and utility bills, refuse collection issues, NPDES

ESSENTIAL DUTIES AND RESPONSIBILITIES

violations and damaging public property; represents the City in court and testifies regarding code violations.

- 3. Visits or researches City businesses to ensure valid business licensing and compliance with applicable codes and conditions of operation; contacts vendors that are illegally selling, peddling or soliciting in the City; issues written warnings, compliance orders, citations and documents items being sold; seizes items being sold and documents storage of evidence if necessary; testifies at court hearings as needed.
- 4. Responds to and investigates calls for service regarding mosquitoes, bees, insects or vermin; issues notices of violation, notices to abate nuisance and citations; identifies and monitors potential sources of mosquito breeding; works with Los Angeles County Vector Control to treat sources of mosquito breeding as needed.
- Performs public outreach and mediation of community concerns regarding property maintenance, municipal code compliance and enforcement and impacts on the community; attends Neighborhood Watch meetings; leads or participates in homeless counts; may provide information and assistance at a public counter.
- 6. Maintains accurate, complete records of complaints, inspections, violations and citations within the City's permit, application, and code enforcement case tracking software system; prepares periodic written reports and/or memorandums detailing code enforcement activity.
- 7. May provide oversight of and direction to City employees and volunteers performing graffiti removal; may assist in training new Community Preservation Officers.
- 8. When assigned to the Community Preservation and Building Inspector assignment, duties may also include, but are not limited to, the following:
 - Inspects all types of residential, commercial, and industrial buildings to ensure compliance with City building, plumbing, mechanical, and electrical codes and related federal, state, and local regulations.
 - Interpret and classify provisions of the Building Code for contractors, architects, Engineering Division, and the public.
 - Institute legal actions against violators of the Building Code.
 - Maintain inspection records pursuant to the Building Code and the Building and Safety Division.
 - Possess knowledge of construction that complies with provisions of building, plumbing, mechanical, electrical, zoning, seismic, and other building related codes and ordinances.
 - Ensure construction is completed consistent with approved plans and specifications.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

 City, county, state and federal laws and regulations and City codes relating to zoning and building permits, public health, public safety, peace and public nuisance.

MINIMUM QUALIFICATIONS

- 2. Procedures involved in the enforcement of codes and regulations including methods and techniques of researching, conducting and documenting field investigations.
- 3. Effective public relations practices.
- 4. Evidentiary requirements for courts of law.
- 5. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
- 6. Safety policies and safe work practices applicable to the work.
- 7. Records management, recordkeeping, filing and basic purchasing practices and procedures.
- 8. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

- 1. Recognize conditions that constitute code violations.
- 2. Analyze potential code violations accurately and adopt effective resolution processes.
- 3. Research and interpret zoning, building and municipal codes.
- 4. Perform code enforcement activities with minimum supervision.
- 5. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
- Reach sound decisions in accordance with City policies and procedures.
- 7. Prepare clear and accurate reports, documents, data entries and files.
- 8. Communicate effectively, both orally and in writing.
- 9. Understand and follow written and oral instructions.
- 10. Represent the City effectively in dealings with the public, City staff and other agencies.
- 11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- 12. Establish and maintain effective working relationships with City management, staff, property and business owners, vendors, the public and others encountered in the course of work.

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and two years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

A POST Training, PC 832 certificate is required and must be maintained during the course of employment. Certification as a Code Enforcement Officer (CCEO) by an organization recognized by the California Alliance of Code Enforcement Organizations (CACEO) is highly desirable.

When assigned to the Community Preservation and Building Inspector assignment, at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) is required at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

I N C O R P O R A T E D

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office and field environment where the noise level is usually moderate. The employee is occasionally exposed to wet or humid conditions, vibration, airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level is occasionally loud. The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: January 19, 2021

Subject: Presentation and Update Regarding COVID-19 Response Efforts

RECOMMENDATION:

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

ANALYSIS:

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

Staff Updates.

State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A").

Los Angeles County Department of Public Health (LACDPH) Safer At Home Health Order. Staff will provide an update on current Health Orders issued by the LACDPH and key COVID-19 related metrics (Attachment "B").

<u>Health Order Enforcement.</u>

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

Page 2 of 5

City Facility Closures.

In an effort to limit the potential exposure and spread of COVID-19 and to safeguard the City of San Fernando's ability to continue providing essential services, including public safety, water service, and community support, City Hall will be closed to the public until the State of California lifts the current "Safer at Home" restrictions.

City staff will continue to be available to answer calls and respond to emails Monday through Thursday, 7:30 a.m. through 5:30 p.m., and Friday, 8:00 a.m. through 5:00 p.m. For additional convenience, the public can use the Online Permit Counter, www.sfcity.org/Community-Development, to submit building permit applications, track progress, and schedule inspections online. Below is contact information for each City Department:

Planning & Zoning Permits; Building Permits & Inspections; Graffiti Removal; Yard Sale Permits	CommunityDevelopment@sfcity.org (818) 898-1227
Water & Sewer Utilities; Water Bills (use night Dropbox if paying by check)	Finance@sfcity.org (818) 898-1212
Tree & Street Services	PublicWorks@sfcity.org (818) 898-1222
Police (non-emergency)	Police@sfcity.org (818) 898-1267
Adult, Senior & Youth Programs	Recreation@sfcity.org (818) 898-1290
City Manager	CityManager@sfcity.org (818) 898-1202
City Clerk	CityClerk@sfcity.org (818) 898-1204
General Information	Info@sfcity.org (818) 898-1200

Indoor recreational facilities remain closed to the public except when a heat advisory is issued or a Public Safety Power Shutoff (PSPS) notice is provided by Southern California Edison and the Las Palmas Park facility is open as a cooling center or emergency shelter. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open.

San Fernando Residential Food Program.

The City Council allocated \$100,000 in CDBG/CARES Act funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program provides a box of non-perishable food items and personal protective equipment (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee

Page 3 of 5

and tea, rice, baby food, and other non-perishable food items. Personal protective equipment (PPE) including masks, hand sanitizer, and disinfectant solution may also be provided.

Three San Fernando Residential Food Distribution events have been held on October 17, 2020, November 21, 2020 and December 19, 2020. A total of 237 applicants have been invited to pick-up their box of non-perishable fold and PPE items with more than 200 families being served.

San Fernando Personal Protective Equipment (PPE) for Businesses Program.

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served.

COVID-19 Testing.

On Tuesday, November 24, 2020, the City of San Fernando, in partnership with the City of Los Angeles, Los Angeles Fire Department (LAFD), the non-profit organization Community Organized Relief Effort (CORE), and Curative Lab, established a walk-up COVID-19 Testing site at Recreation Park. The walk-up super site offers up to 3,000 COVID-19 tests each day and operates Monday through Saturday from 8:00 am - 4:00 pm. The site is also be able to deliver flu vaccines and COVID-19 vaccines for eligible persons. Reservations are required and may be made through a link on the City's website: www.sfcity.org/coronavirus.

If San Fernando residents are not able to get an appointment online, they may walk-up at San Fernando Park without an appointment and show their identification with a San Fernando address. They will be registered and given an appointment on-site by the worker.

Recreation Park was selected because portions of the City's zip code (91340) have experienced a significant increase in positivity rate over the last few weeks and LA County Public Health has found that locating testing sites in a community has been very successful in decreasing the positivity rate. This is an important effort in curbing the spread of COVID19 in our community.

Public Medical Point of Dispensing (MPOD) Location.

Staff has been working with the County of Los Angeles Department of Public Health (DPH) to draft a Memorandum of Understanding (MOU) designating the Recreation Park and Las Palmas Park facilities eligible MPOD locations. Through the MOU, the City would partner with DPH to dispense life-saving Medical Counter Measures (MCM) to the public during a public health

Page 4 of 5

emergency. To qualify locations in the City as MPODs, the proposed facilities must meet certain County MPOD requirements, City staff must complete training exercises and the City must execute an MOU. The site inspections have been completed and the training/MOU adoption are tentatively scheduled for January/February 2021. The MPOD structure may be used to distribute a COVID-19 vaccination when it becomes widely available and would open to everyone with no restrictions.

COVID-19 Vaccine.

Phase 1A of the Distribution Phase began in mid-December 2020 and include staff who work in acute care hospitals, residents and staff at Skilled Nursing Facilities, and emergency medical technicians and paramedics.

Both the Pfizer and Moderna vaccines have been shown to be safe and very effective in large studies that involved a diverse mix of people. These vaccines prevented 95% of cases of COVID-19 disease. While the vaccine stops people from getting sick, however, it is not yet clear if it stops them from spreading COVID-19 to other people. It is also not yet known how long they will be immune. So, everyone must still wear a face covering, physically distance, and not gather.

The COVID-19 vaccine will be free for everyone and will be offered to different groups in phases (Attachment "C") and is likely to be available to the general public in Spring/Summer 2021.

As usually happens during a crises, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions (Attachment "D"), Myths about COVID-19 Vaccines (Attachment "E"), and COVID-19 Vaccine Scams (Attachment "F") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website: http://publichealth.lacounty.gov/media/Coronavirus/vaccine/.

Mental Health Resources.

The Los Angeles County Department of Mental Health (DMH) supports the wellbeing of County residents and communities as news and updates about COVID-19 may trigger anxiety, panic, frustration and depression—even when your risk of getting sick is low. During an infectious disease outbreak, DMH urges residents to take the time to care for your own physical and mental health, and to reach out to others in kindness and compassion.

DMH has published a variety of resources that may be accessed via their website: https://dmh.lacounty.gov/covid-19-information/

The webpage includes:

• The phone number to LACDMH's 24/7 Help Line;

Page 5 of 5

- Published materials on coping with stress, staying connected, coping with loss, and other COVID-19 topics;
- Free Headspace Plus subscription; and
- Additional resources, including for community and peer support; for families, parents and children; for healthcare providers, and more.

BUDGET IMPACT:

Coronavirus Relief Funds.

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. Given how much staff time was needed to keep City Hall operating and the need for PPE at the inception of the pandemic, City Council approved using the funds to reimburse the City of the following COVID response related expenses:

City COVID-19 Response Expenses		
Personnel Costs	\$250,000	
Department Supplies	\$61,234	
Total Costs	\$311,234	

The City's Finance Department has tracked and continues to monitor these expenses. The total year to day (March – December 2020) expenses for labor are \$313,147 (inclusive of the most recent payroll) and \$158,775 for supplies (as of the most recent accounts payable run) totaling \$471,922.

The City also received additional one-time federal Community Development Block Grant – Coronavirus (CDBG-V) funding in the amount of \$136,373. Per Council direction, \$100,000 was allocated for the Residential Food Distribution program; \$25,000 was allocated for Small Business PPE; \$11,373 was allocated for administrative services through our consultant, Michael Baker International. Approximately 50% of the funds for each program have been spent to date. Staff anticipates holding a few more distribution events to spend the remainder of the funds.

ATTACHMENTS:

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data as of January 13, 2021
- C. COVID-19 Vaccine Distribution Phases
- D. COVID-19 Vaccine Frequently Asked Questions
- E. Myths about COVID-19 Vaccines
- F. COVID-19 Vaccine Scams

ATTACHMENT "A"

As of 1/13/21

CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY



County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed	Positivity rate** 7-day average of all COVID-19 tests performed that are positive		
	parotitica	Entire county	Healthy equity quartile	
WIDESPREAD Many non-essential indoor business operations are closed	More than 7.0 Daily new cases (per 100k)	More than 8.0% Positive tests		
SUBSTANTIAL Some non-essential indoor business operations are closed	4.0 - 7.0 Daily new cases (per 100k)	5.0 - 8.0% Positive tests	5.3 - 8.0% Positive tests	
MODERATE Some Indoor business operations are open with modifications	1.0 - 3.9 Daily new cases (per 100k)	2.0 - 4.9% Positive tests	2.2 - 5.2% Positive tests	
MINIMAL Most indoor business operations are open with modifications	Less than 1.0 Daily new cases (per 100k)	Less than 2.0% Positive tests	Less than 2.2% Positive tests	

^{*}Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

^{**}Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

ATTACHMENT "B"

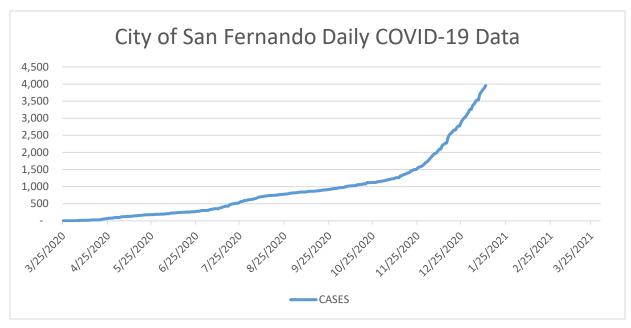
City of San Fernando Daily COVID-19 Data

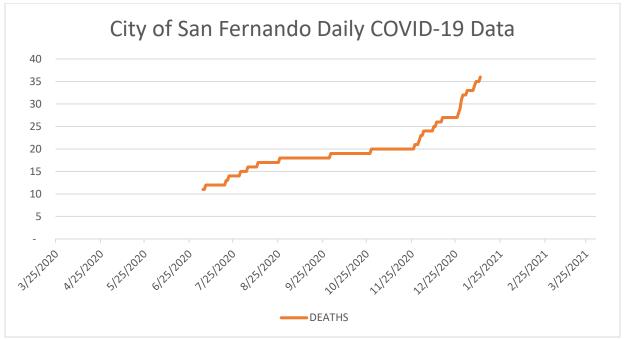
SOURCE:

http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm; statistics captured daily.

Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando

Total Cases (as of January 13, 2021): 3,954 Total Deaths (as of January 13, 2021): 36





Los Angeles County Daily COVID-19 Data

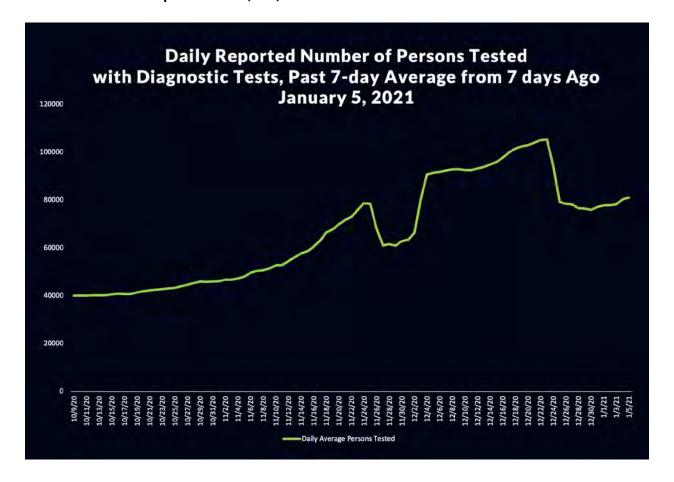
SOURCE:

http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm; visited on 1/13/20 @ 11am.

Graph 1: Daily Reported Persons Tested for COVID-19

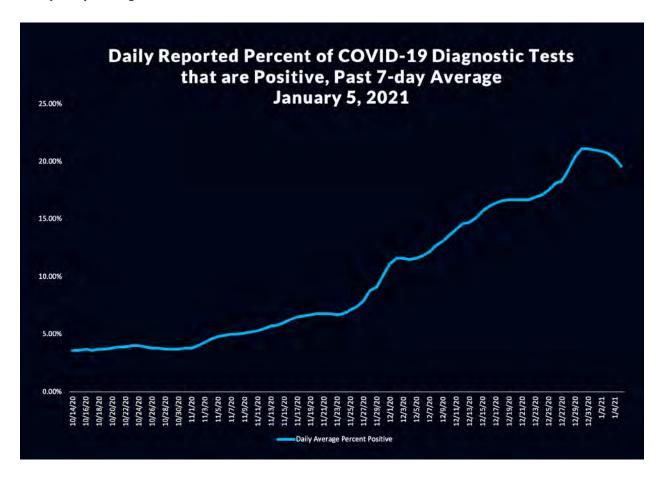
7-Day Daily Average: 80,992

Total Number of People Tested: 5,047,651



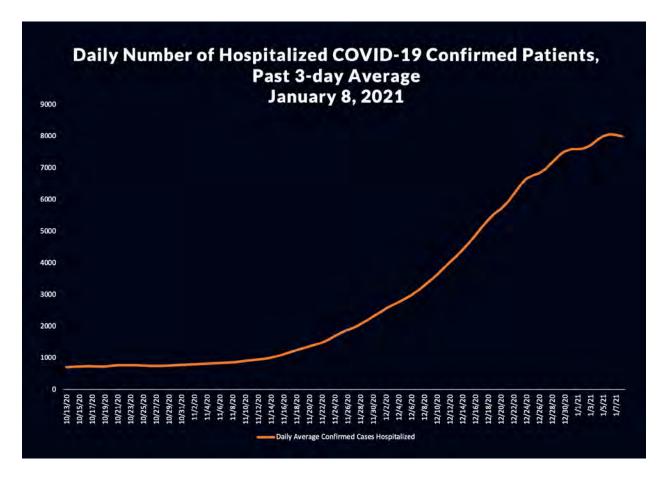
Graph 2: Daily Reported Percent Positive for COVID-19

7-Day Daily Average: 19.6%



Graph 3: Daily Number of COVID-19 Hospitalizeds

Current Hospitalizations (1/12/21): 7,926



COVID-19 VACCINE DISTRIBUTION PHASES Page 90 of 396 ATTACHMENT "C"

Phase 1A (Tier 1)

- Health Care Workers at Acute Care Hospitals, Psychiatric and Correctional Facility Hospitals
- Skilled Nursing Facility Health Care Workers and Residents
- EMTs and Paramedics
- Other Long-Term Care Facility Health Care Workers and Residents
- Special Needs Group Living Health Care Staff
- Dialysis and Infusion Centers

Phase 1A

(Tier 2)

- Health Care Workers in:
 - o Residential Substance Abuse Disorder Facilities
 - o Immediate Care Facilities
 - o Home Health Care Service
 - Primary Care Clinics
 - o Urgent Care Clinics

- Public Health Field Staff
- Field-Based Community Health Workers Doing Work with High Risk of Exposure
- **Regional Centers**

Phase 1A (Tier 3)

- Health Care Personnel in Specialty Clinics
- Laboratory Workers
- Dental and Other Oral Health Clinic Health Care Workers
- Pharmacy Staff Not Working in Settings at Higher Tiers

COVID-19 Testing Staff



COVID-19 VACCINE DISTRIBUTION PHASES

Phase 1B*

- Persons 75 years and older
- Frontline Essential Workers:
 - o First Responders (Firefighters, Police)
 - Education (Teachers, Support Staff, Daycare)
 - Food & Agriculture
 - Manufacturing

- o Corrections Workers
- o U.S. Postal Service Workers
- o Public Transit Workers
- o Grocery Store Workers

Phase 1C*

- Persons 65-74 years old
- Persons 16-64 years old with High-Risk medical conditions
- Other Essential Workers:
 - o Transportation and logistics

o Food Service

o Media

Energy

Shelter & Housing (construction)

o Legal

o Finance (e.g., bank tellers)

Public Safety (Engineers)

o IT & Communication

o Water & Wastewater

Phase 2**

Persons 16-64 Years Old without High-Risk Medical Conditions



^{*}These are based on preliminary guidance from the CDC ACIP Interim Recommendations for Allocation of COVID-19 Vaccine and may be modified by the State.

^{**}Proposed population to be decided later by the ACIP.

COVID-19 Vaccines

There are many vaccines in development to protect us against COVID -19. Below are some common questions about vaccination and COVID-19 vaccines.

1. Why is vaccination important?

Vaccination is a safe and effective way to prevent disease. Vaccines save millions of lives each year. When we get vaccinated, we aren't just protecting ourselves, but also those around us.

2. How do vaccines protect communities?

When a person gets vaccinated, they are less likely to get a disease or pass the germ on to other people. When more people get vaccinated there are fewer people left for a germ to infect so it is harder for the germ to spread. This is called community immunity or "herd immunity." Herd immunity is important because it protects people who can't get the vaccine, for example, because they are too young or are very sick.

3. How does a vaccine work?

Vaccines work by preparing the body's immune system to recognize and fight off germs. They reduce your risk of getting a disease by working with your body's natural defenses to build protection.

When you get a vaccine, your immune system responds. It:

- Detects the invading germ, such as a virus or bacteria.
- Makes antibodies. Antibodies are proteins produced naturally by the immune system to fight disease.
- Remembers the disease and how to fight it. If you are exposed to the germ after getting the vaccine, your immune system can quickly destroy it before you become sick.

Our immune systems are designed to remember. After we get one or more doses of a vaccine, we are protected against the disease for a period of time. This is what makes vaccines so effective. Instead of treating a disease after it happens, vaccines can prevent us from getting sick in the first place.

4. Can you get COVID-19 from a vaccine?

No. None of the COVID-19 vaccines being developed in the United States have the virus that causes COVID-19 in them. Sometimes people get a fever or feel tired for a day or so after getting a vaccine. These symptoms are normal and are a sign that the body is building immunity. You can learn more about how COVID-19 vaccines work at this CDC website.

It usually takes a few weeks for the body to build immunity after vaccination. If a person got infected with the virus that causes COVID-19 just before or just after they got a shot they could still get COVID-19. This is because the vaccine has not had enough time to provide protection.

5. Will getting the vaccine cause me to test positive on a COVID-19 test?

No. Vaccines won't cause you to test positive on a viral test (like the swab test) that looks for current COVID-19 infection. You may test positive on some antibody tests. This is because one of the ways that vaccines work is to teach your body to make antibodies.



Frequently Asked Questions (FAQs)

COVID-19 Vaccines

See the public health testing webpage to learn more about COVID-19 tests.

6. How many COVID-19 vaccines are there?

Around the world over 50 COVID-19 vaccines are being tested in humans. Only a few vaccines are being studied in volunteers in large-scale (phase 3) clinical trials in the United States to see how well they work. See the guidance on <u>clinical and vaccine trials</u> to learn more about phase 3 studies.

7. How many shots of COVID-19 vaccine will I need?

Most of the COVID-19 vaccines that are being tested are given in two doses a few weeks apart. It is important to get the same kind of vaccine for both shots.

8. Will I have to pay to get a COVID-19 vaccine?

No. Your doctor or pharmacy may charge a fee for giving the vaccine, but it should be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines at no cost. There are no out-of-pocket payments.

9. Will there be enough vaccine for everyone?

There won't be enough for everyone right away. Plans have been made to spread these limited vaccines in a fair, ethical, and transparent way. Healthcare workers and people living in long-term care facilities (such as nursing homes) will be offered the vaccine first. The goal is for everyone to be able to easily get a COVID-19 vaccination as soon as large quantities are available; this may take a few months.

10. Why do we need a vaccine if we can do other things, like social distance and wear masks?

We need to do as much as we can to stop the pandemic. Vaccines boost your immune system so it will be ready to fight the virus if you are exposed. Other steps, like masks and social distancing, help lower your chance of being exposed to or spreading the virus. Together, these tools offer the best protection from COVID-19.

11. If I have already had COVID-19, do I still need to get vaccinated?

Yes, you do need the vaccine even if you have had COVID-19. We don't yet know how long you are protected after you have had COVID-19, so it is important to have the vaccine to strengthen your immunity.

12. Should I get a flu shot?

Yes! It is likely that the viruses that cause influenza (flu) and COVID-19 will both be spreading this winter. A flu shot only protects you from the flu, but at least it means you won't run the risk of getting flu and COVID-19 at the same time. This can keep you from having a more severe illness. Getting a flu vaccine now is more important than ever. If you are likely to get the COVID-19 vaccine soon, ask your doctor about the best time to get the flu shot. This is because the two vaccines may have to be given several weeks apart.



Frequently Asked Questions (FAQs)

COVID-19 Vaccines

13. What can I do now to help protect myself from getting COVID-19 since a vaccine is not yet available?

You should cover your mouth and nose with a face covering when around others, avoid close contact with people who are sick, practice physical distancing, and wash your hands often. See guidance for <u>reducing your risk</u>. You should continue to do this even after you get a vaccine.



Los Angeles County Department of Public Health

Myth 1: The vaccine was developed too fast – I don't think they know enough about it.

The Facts: These vaccines could be made fast and still be safe for three simple reasons.

- There was a lot of research done on the kind of virus that causes COVID-19 before this virus showed up. So scientists had a big head start about the kind of vaccine that would work best to fight this virus.
- A lot of government money was spent to get many companies to work on this vaccine and to put all of their scientists to work on it around the clock. That helped speed everything up.
- While every step that has to be followed to make a new vaccine and be sure it is safe was followed, some of the steps were done at the same time instead of one after another. It is like cooking several parts of a meal at once instead of cooking one course at a time. You get done sooner but it's just as good.

In fact, the two vaccines that have been approved to protect against COVID-19 were studied on more than 70,000 volunteers, including adults of all ages and different racial and ethnic groups, and were found to work very well and be equally safe for all.

Myth 2: Only 1% of people who get COVID-19 die of it. Won't the vaccine kill more people than that?

The Facts:

COVID-19 is a lethal disease. Seasonal flu can be very dangerous but it kills about one person in every thousand infected, while COVID-19 kills one out of a hundred people who are infected. No one has died from the two approved vaccines.

Some people wonder if that could be just because volunteers who took part in vaccine trials
were not tracked for long enough for us to know if there will be deaths. It's true that we
only have 3 months of experience watching people who got these vaccines, but we do have
experience with other vaccines and the vast majority of ill effects show up within hours or
days. There is no basis for believing we will see something different here.

Myth 3: The vaccines can make you sick with COVID 19

The Facts:

The current vaccines don't include the virus in any form – no live virus, no weakened virus, no dead virus. You just cannot get the disease from the vaccine.

- Some other vaccines use the virus they are fighting in some form to charge up an immune response. The current COVID-19 vaccines do not work that way so there is no way that they could give you COVID-19.
- It is possible to catch the disease in the first few days after your vaccination before the vaccine has a chance to work, but that would not mean you got sick from the vaccine. For most people, the vaccine needs 7 days before it starts to work. And both these vaccines require a second dose before a person is fully protected from getting sick from the virus.

It is easy to be confused about this, because you might feel some side effects for a while after getting the vaccine. In fact, about half of the volunteers who tested these vaccines experienced some side effects: most of these effects were mild and did not require any treatment or change in daily activity and lasted for 1-2 days. What they were feeling was not COVID-19, however, not even a mild case of COVID-19. They were feeling the symptoms of an



Los Angeles County Department of Public Health

immune response, which means that the vaccine was at work developing antibodies to protect them from COVID-19.

Myth 4: These vaccines use genetic material to fight the virus. That means they can affect our genes.

The Facts:

These vaccines do use genetic material, called mRNA (that stands for "messenger" RNA) to fight the virus but it doesn't do anything to your genes.

- Just as its name says, mRNA works like a messenger. In this case, the mRNA used in the vaccine tells your body to make a protein that kicks your immune system into action. The mRNA lets your body get a message from the virus without having to run into the virus directly.
- But it doesn't affect your genes. Keep in mind that you encounter genetic material from other plants and animals all the time, when you eat them. Your body breaks them down into their basic chemicals, using the proteins and fats and carbohydrates they contain to give you energy and make your cells work.

Like the food you eat, the mRNA you get in a vaccine does have an affect on your health, but it doesn't change your genes or your DNA.

Myth 5: They say that childhood vaccines can cause autism – don't these vaccines contain dangerous chemicals that can have serious health effects?

The Facts:

Not true on either count. Childhood vaccines are one of the best and safest protections against dangerous diseases that have been developed and these vaccines have been carefully tested for safety as well.

- First about the autism scare it was started by an English doctor who was later shown to be a fraud. The lie lived on because some celebrities bought in and ran with it. The result? Millions of dollars wasted on proving the truth over and over (for example, one study looked at every single baby born in Denmark for 8 years and showed there was absolutely no link). Even so, some scared parents still avoid vaccines and we see deadly outbreaks of diseases we could totally prevent.
- The list of ingredients in the COVID vaccines is pretty simple mRNA, plus some fats (called "lipids," which is another word for fats) plus some salt and sugar to stabilize the mix. You can actually find the ingredients on the Food and Drug Administration's COVID-19 vaccine website. Nothing you'll see is out of the ordinary.

Myth 6: The vaccine contains a micro chip that can be used to track my movements.

The Facts:

The vaccine does not contain any kind of tracking device whatsoever.

This story seems to have spread on the Internet based on a Facebook post that said Bill Gates was planning to use a microchip to identify people who have been tested for COVID-19. In fact, Mr. Gates had commented on a research study that had nothing to do with COVID-19 and nothing to do with anything being implanted. The study was about a method



Los Angeles County Department of Public Health

to be sure who has gotten vaccinated in countries that have high death rates from vaccine preventable diseases and poor health data systems. Like the story about autism, this is a story that is hard to stop even after it has been debunked over and over.

Myth 7: The vaccine is being pushed on people against their will.

The Facts:

Getting the vaccine is totally voluntary. Doctors and public health officials are trying to provide people with good information on the safety and effectiveness of these vaccines so that they can make an informed decision when it is their turn to be offered the vaccine. No one is required to get vaccinated.

Myth 8:

You can't trust the people who made these vaccines. Big Pharma -the people who developed these vaccines, are just out to make money, and they pay doctors to say their products are safe.

The Facts:

While there are terrible examples of drug companies putting profit before safety (for example, by aggressively promoting highly addictive opioid painkillers), the process for developing these vaccines and the make-up of the products themselves has been transparent, with more information available to independent scientists than ever before.

- The development of these vaccines has been carried out in the public eye. In fact, reviews of vaccine safety and efficacy (a term used to mean that the vaccines work) have been published for anyone to read. That means you or your doctor can read the reviews and decide whether the research seems solid and the findings are believable.
- The people reviewing the research include medical leaders from diverse settings all over the country and observers (non-voting members) representing a wide range of medical groups, including some that have fought hard against medical racism. They have not been paid for this work – they have been involved to verify the quality of the research and to assure that equity is protected throughout the process. For a list of names of the reviewers and the places they work, visit the Advisory Committee on Immunization Practices (ACIP) website. You can learn more about these people by looking them up online.
- Doctors do not make extra money for giving vaccines. They are paid for a medical visit, same as any other primary care visit.

Myth 9: Black and Latinx communities are being singled out to get the vaccine because it hasn't really been proven to be safe.

The facts:

There are certainly historical reasons for Black and Latinx communities to fear being singled out. The concern is justified because people of color and marginalized groups have, in the past, been coerced and subjugated to participating in drug trials and medical procedures without informed consent, patient protections, or ethical practices. That is not the case here, however. Black and Latinx communities have not been singled out to get the vaccine. But groups are being offered the vaccine based on the risks faced by the people in the group. So, the answer is NO to singling anyone out but YES, Black and Latinx communities could be



Los Angeles County Department of Public Health

offered the vaccines earlier than other communities where infection, hospitalization and death rates have not been as high.

Consider the following:

- The two vaccines now available were tested on diverse populations. In fact, efforts were made to assure inclusion of Black and Latinx volunteers in proportions equal to their proportion in the population just to make sure there weren't factors that would make a vaccine less effective or less safe in either of those groups. A big effort was made to include members of those groups, to assure that they would not be victims of medical neglect, which is the other side of the coin in regard to medical racism.
- The very top priority for getting vaccinated now that the vaccines are available are frontline workers in healthcare. This includes clinical staff such as doctors, nurses, and therapists as well as people who work in other areas like laboratories and hospital environmental services. They are prioritized because they are at higher risk of being exposed to the virus and they are critical to keeping other people alive. These same criteria are being used to decide who is next in line, as we need to prioritize vaccinating some people before others while there is limited supply of the vaccine. Once there is plenty of vaccine available, everyone who wants to get vaccinated should have easy access to the vaccine.
- There is good reason for Black and Latinx communities to demand equal and early access to vaccination. Black and Latinx residents, along with Native Americans and Native Hawaiians, have been most likely to be infected (often as a result of poor working or living conditions), most likely to require hospitalization if infected, and most likely to die from COVID-19. They're also the communities that suffer most severe consequences if illness excludes them from the workforce. If you see billboards or hear advertising encouraging Black and Latinx residents of LA to opt for vaccination, it reflects these concerns. LA wants those who have been hardest hit to have the opportunity to be vaccinated as soon as possible.

The stakes for Black and Latinx residents of LA are high. Please read what you can about the vaccines from reliable sources and talk to well-informed people you trust – your doctor, a science teacher you know, a pharmacist – and ask them to respond to your questions and concerns. Your questions are important and deserve to be answered by knowledgeable and trusted individuals.

Myth 10: I don't need the vaccine if I already had COVID-19.

The Facts:

We don't know how long natural immunity – the immunity you get from having been sick – lasts. We also don't know if it is complete. There have been a few well-documented cases of people being infected twice. So even if you have had COVID-19 and recovered, you will benefit from the vaccine.



Be a smart health care consumer

COVID-19 Vaccine Scams

Whenever there is a health crisis, scammers will find ways to cheat people out of their money. During the coronavirus pandemic, scammers are using robocalls, social media posts, and emails to take advantage of fear, anxiety, and confusion about COVID-19. They sell things that don't work, charge money for things that are free, and steal personal information. Now that the COVID-19 vaccine is in Los Angeles County, scammers are targeting local residents with new, vaccine-related schemes. Beware!



COVID-19 vaccine is being distributed in Los Angeles County in a fair and transparent way. If someone offers to sell you a chance to get vaccinated before it is your turn, it's a scam.

- Vaccine is only being offered to healthcare workers and people who live in long-term care facilities (for example nursing homes) right now.
- Essential workers who cannot work from home are likely to be offered the vaccine next because they are at high
 risk of being exposed to the COVID-19 virus. Older adults, and adults with medical conditions might also be next
 because they are more likely to become very sick if they get COVID-19.
- Children under 16 years of age will not be offered vaccine in the near future. The vaccines are not allowed to be given to this age group.
- As more vaccine is available it will be offered to everyone. This will likely take months. Vaccine may not be offered to the general public until Spring/Summer 2021.
- Information about how to get the vaccine will be posted on the Public Health's <u>COVID-19 webpage</u> (ph.lacounty.gov/Coronavirus/vaccine/) when vaccine is available for different groups.
- If you have questions, talk to your doctor. Call 2-1-1 or visit the 211LA website if you need help finding a doctor.

COVID-19 vaccine will be given to Los Angeles County residents at no cost and *regardless of immigration status*. If someone says they can get you a special, low cost deal, or get you the vaccine under the table, it's a scam.

- You will not be charged a fee or co-pay to receive a COVID-19 vaccine. The doctor or pharmacy may charge a fee for giving the vaccine, but it should be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines for free.
- You will NOT be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.
- Visit the Los Angeles County Office of Immigrant Affairs COVID-19 page for updates on COVID-19 for immigrant residents.

A RED FLAG is a warning sign or signal that something might be a scam. Look out for these COVID-19 vaccine red flags:

- Someone offers to move you into an earlier group to get the vaccine for a fee.
- Someone tries to sell you a place on a COVID vaccine waiting list. There is no "vaccine waiting list".
- Someone on the street, online, on social media, or knocking on your door tries to sell you a shot of vaccine.

In one local COVID vaccine scam, a man reported that he was offered vaccines for his entire family at \$49 per person. Luckily, the man's credit card company declined the payment. Vaccines can only be given by licensed medical providers.



Be a smart health care consumer

COVID-19 Vaccine Scams

- You get calls, texts, or emails about the vaccine. The caller asks for your personal or financial information. It can be your Social Security, bank account or credit card number. NEVER share these numbers or other personal information with an unknown caller or in a text or email.
- You see ads for fake vaccines or "miracle cures" using vitamins or other dietary supplements. Scammers promote
 these even though they have not been proven to work. The FDA has issued warning letters to many companies
 for selling products that claim to prevent, treat, or cure COVID-19.
- If anyone that isn't well known in your community (like a doctor, a health care clinic, a pharmacy, a County health program) offers you a vaccine think twice and check with your doctor. Don't let the scammers win!

In fact, always talk to a doctor or other healthcare provider before taking any vaccine, medicine or health product.

Get Help

- Find a doctor: call 2-1-1 the LA County information line or visit the 211LA website.
- Find resources like food, medicines, and other essential supplies: call 2-1-1 or visit the <u>211LA website</u>, or the Public Health resource webpage.
- Report a possible COVID-19 scam and get help trying to get your money back: contact the LA County Department of Consumer and Business Affairs (DCBA): dcba.lacounty.gov or 800-593-8222.
- Report suspicious claims being made about vaccines, testing or treatment products: report to the FTC at ftc.gov/complaint

Stay up to date – with trusted information

Beware of fake news and hoaxes as well as COVID-19 scams

Coronavirus Updates

- Visit ph.lacounty.gov/media/Coronavirus, sign up for press releases, or follow us @lapublichealth
- Visit the County's COVID-19 webpage covid19.lacounty.gov
- Check the CDC's website www.cdc.gov/coronavirus

Scam Alerts

Stay up to date on the latest scams and precautions you and your family should take.

- Learn about recent scams from the Los Angeles County Consumer and Business Affairs' consumer alerts
- Visit the Los Angeles County Office of Immigrant Affairs COVID-19 webpage
- Sign up for the American Association of Retired Persons (AARP) Fraud Alerts Watch
- Sign up to receive the Federal Trade Commission's consumer alerts

Learn about other common COVID-19 Scams and Fraud by visiting ph.lacounty.gov/hccp/covidscams.

Sign up for the COVID-19 Vaccine Email Newsletter

To sign up for regular updates on the COVID-19 vaccine, please visit the COVID-19 Vaccine web page.





This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Matt Baumgardner, Director of Public Works

Date: January 19, 2021

Subject: Presentation and Discussion Regarding Solid Waste Franchise Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation from Republic Services providing an update on the City's Solid Waste Franchise Services; and
- b. Provide direction, as appropriate.

BACKGROUND:

- 1. On April 13, 2013, the City Council awarded Contract No. 1705 to R3 Consulting, Inc., (R3 Consulting) to administer and process applications for a refuse and recycling franchise.
- 2. Four proposals to provide refuse and recycling services were received by R3 Consulting and interviews were conducted with the top two companies, Consolidated Disposal Service, LLC, dba Republic Services (Republic) and Crown Disposal Company (Crown).
- 3. On November 18, 2013, the City Council accepted the Republic proposal and direction was given to the Interim City Manager to prepare a Franchise Agreement to provide residential, commercial, organic waste collection services for Citywide refuse and recycling services.
- 4. On December 2, 2013, the City Council approved a 10-year franchise agreement (Attachment "A" Contract No. 1731) with Republic to provide solid waste collection services in the City of San Fernando. Services went into effect on February 15, 2014.
- 5. On June 15, 2015, the City Council approved a "First Amendment" (Attachment "B" Contract No. 1731(a)) to the Solid Waste Franchise Agreement.

PUBLIC WORKS DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

Presentation and Discussion Regarding Solid Waste Franchise Services

Page 2 of 3

ANALYSIS:

Republic is completing the seventh year of a ten-year contract to provide refuse and recycling services to the City's residents and business owners. In addition to regular collection services, Republic also provides bulky item pick-up services and hosts special drop-off events at the City's Parking Lot 6N for bulky items (quarterly), e-waste (quarterly), paper shredding (bi-annual), and Christmas trees (annual).

During the contract period, City staff has worked closely with Republic to identify and respond to refuse-related issues. City staff meet with Republic regularly to keep them abreast on any performance-related issues that have been relayed to City staff by residents and business owners. When there are issues with service, Republic staff has been responsive and communicate their findings to staff. Republic is currently working with the City and the Downtown Mall Association to envision new ways to provide solid waste services in the mall area.

Required Reporting by Republic.

Republic is up-to-date on the submission of all financial reports and performance reports depicting data related to the collection, processing and disposing of solid waste and recycling percentages. The timely submission of the annual financial report to the City by Republic is a prerequisite for the City to approve Republic's annual Consumer Price Index (CPI) based fee increase.

Current and Upcoming Challenges.

The current and upcoming challenges faced by Republic include preparing the City to meet the mandatory State recycling requirements and educating the public on its role and responsibilities in meeting the mandatory requirements.

Senate Bill 1383.

Senate Bill 1383 (SB 1383) was signed into law on September 19, 2016. This law expands California's commercial recycling law (Assembly Bill 341), which took effect in 2012. SB 1383 targets a specific component of commercial waste—organics, such as food scraps, food-soiled paper, green waste, and landscape and pruning waste. As organic material breaks down, it produces methane gas, which is a greenhouse gas that is approximately 25 times stronger than another common greenhouse gas, carbon dioxide. The State has established a goal for reducing greenhouse gas emissions below 2013 levels by 2030. In order to meet this goal, statewide organic disposal reduction has been targeted at 75 percent of 2014 levels by 2025. Organics constitute about one-third of the waste disposed in California landfills each year. Beginning in September 2020, SB 1383 requires all businesses that generate two or more cubic yards of any type of solid waste per week to recycle organics.

To help businesses comply with the law, it is Republic's responsibility to educate businesses on the options they have available such as:

Presentation and Discussion Regarding Solid Waste Franchise Services

Page 3 of 3

- Recycling organic waste on-site;
- Self-hauling organics to a recycling facility;
- Contracting for separated collection and recycling; or
- Subscribing to a mixed waste processing service that captures and recycles organic waste.

Assembly Bill 341.

In January 2012, Assembly Bill 341 (AB 341) was signed into law in California to help reduce greenhouse gas emissions. AB 341, also called the "Mandatory Commercial Recycling Regulation," requires businesses that generate more than four cubic yards of commercial solid waste per week and multi-family residential dwellings of five units or more to implement recycling programs, on or after July 1, 2012. AB 341 set a statewide goal for 75 percent disposal reduction by the year 2020. Republic has the responsibility of making sure all who fall under this criterion are signed up for recycling services.

Assembly Bill 939

Under Assembly Bill 939 (AB 939), also known as the Integrated Waste Management Act of 1989, municipalities are required to divert 50 percent of their waste stream from the landfill. As the City's franchise hauler, Republic is responsible for providing comprehensive recycling programs designed to help the City comply with this new regulation.

BUDGET IMPACT:

There is no budget impact to receiving and filing a presentation on the Solid Waste Franchise Services.

CONCLUSION:

It is recommended that the City Council receive and file and the presentation from Republic Services and provide related direction.

ATTACHMENTS:

A. Contract No. 1731

B. Contract No. 1731(a)

Collection Service Agreement

December 9, 2013

CONTRACT NO. 1731

Approved at a Special Meeting of the San Fernando City Council on December 6, 2013

COLLECTION SERVICE AGREEMENT

Executed Between the City of San Fernando and Consolidated Disposal Service, LLC.

Approved
This 9th day of December 2013

Collection Service Agreement

December 9, 2013

This page intentionally left blank.

Page 108 of 396

TABLE OF CONTENTS

Collection Service Agreement	
COLLECTION SERVICE AGREEMENT	1
ARTICLE 1. DEFINITIONS	8
ARTICLE 2. TERM OF AGREEMENT	15
ARTICLE 3. SERVICES PROVIDED BY THE CONTRACTOR	15
ARTICLE 4. DIVERSION REQUIREMENTS	22
ARTICLE 5. SERVICE UNITS	25
ARTICLE 6. SFD COLLECTION SERVICES	25
ARTICLE 7. MFD COLLECTION SERVICES	32
ARTICLE 8. COMMERCIAL COLLECTION SERVICES	33
ARTICLE 9. CITY COLLECTION SERVICES	39
ARTICLE 10. CHARGES AND RATES	40
ARTICLE 11. COLLECTION ROUTES	43
ARTICLE 12. COLLECTION VEHICLES	44
ARTICLE 13. CUSTOMER SERVICE	45
ARTICLE 14. PUBLIC OUTREACH SERVICES	47
ARTICLE 15. EMERGENCY SERVICE PROVISIONS	50
ARTICLE 16. RECORD KEEPING & REPORTING REQUIREMENTS	
ARTICLE 17. NONDISCRIMINATION	53
ARTICLE 18. SERVICE INQUIRIES AND COMPLAINTS	53
ARTICLE 19. QUALITY OF PERFORMANCE OF CONTRACTOR	54
ARTICLE 20. BILLING AUDIT AND PERFORMANCE REVIEWS	58
ARTICLE 21. PERFORMANCE BOND	59
ARTICLE 22. INSURANCE	59
ARTICLE 23. INDEMNIFICATION	62
ARTICLE 24. DEFAULT OF AGREEMENT	64
ARTICLE 25. MODIFICATIONS TO THE AGREEMENT	67
ARTICLE 26. LEGAL REPRESENTATION	69

Collection Service Agreement		December 9, 2013
ARTICLE 2	7. FINANCIAL INTEREST	69
ARTICLE 2	8. CONTRACTOR'S PERSONNEL	69
ARTICLE 2	9. EXEMPT WASTE	70
ARTICLE 3	0. INDEPENDENT CONTRACTOR	70
ARTICLE 3	1. LAWS TO GOVERN	70
ARTICLE 3	2. CONSENT TO JURISDICTION	70
ARTICLE 3	3. ASSIGNMENT	70
ARTICLE 34	4. COMPLIANCE WITH LAWS	71
ARTICLE 3	5. PERMITS AND LICENSES	72
ARTICLE 3	6. OWNERSHIP OF WRITTEN MATERIALS	72
ARTICLE 3	7. WAIVER	72
ARTICLE 3	8. PROHIBITION AGAINST GIFTS	72
ARTICLE 3	9. POINT OF CONTACT	72
ARTICLE 4	0. CONFLICT OF INTEREST	72
ARTICLE 4	1. NOTICES	73
ARTICLE 4	2. TRANSITION TO NEXT CONTRACTOR	73
ARTICLE 4	3. CONTRACTOR'S RECORDS	74
ARTICLE 4	4. ENTIRE AGREEMENT	74
ARTICLE 4	5. SEVERABILITY	74
ARTICLE 4	6. RIGHT TO REQUIRE PERFORMANCE	74
ARTICLE 4	7. ALL PRIOR AGREEMENTS SUPERSEDED	75
ARTICLE 4	8. HEADINGS	75
ARTICLE 4	9. EXHIBITS	75
ARTICLE 5	0. REPRESENTATIONS AND WARRANTIES	75
ARTICLE 5	1. EFFECTIVE DATE	77
EXHIBIT 1	Maximum Service Rates	
EXHIBIT 2	City Facilities	
EXHIBIT 3	Approved Facilities	
EXHIBIT 4	City-Sponsored Events	
EXHIBIT 5	Transition Plan	

EXHIBIT 13

Collection Service Agreement

December 9, 2013

EXHIBIT 6 Public Education Plan

EXHIBIT 7 Diversion Plan

EXHIBIT 8 Customer Service Plan

EXHIBIT 9 Collection Service Operations Plan

EXHIBIT 10 Disposal Plan

EXHIBIT 11 Vehicle Specifications

EXHIBIT 12 Container Specifications

Approved Subcontractors

December 9, 2013

This page intentionally left blank.

CITY OF SAN FERNANDO

This Agreement is made and entered into this 9th day of December 2013, by and between the City of San Fernando, State of California, hereinafter referred to as "CITY" and Consolidated Disposal Service, LLC, a State of Delaware corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Refuse collection within their jurisdiction; and,

WHEREAS; the State of California has found and declared that the amount of Refuse generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible refuse reduction, re-use, recycling, and composting options in order to reduce the amount of Refuse that must be disposed of in disposal sites; and,

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of refuse, recyclable materials, and organic waste materials, except for collection of materials excluded in the CITY'S Municipal Code, and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act; and,

WHEREAS; the CITY further declares its intent to regulate and set the maximum rates CONTRACTOR will charge customers for the collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable materials, and organic waste materials; and,

WHEREAS; the City Council has determined through a competitive procurement process for collection services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY, the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and City Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS; the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials; and,

WHEREAS, this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. Definitions

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement", the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

- 1.01 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.
- 1.02 AB 341. The California legislation (Stats. 2006, Ch. 476), as it may be amended from time to time, that, among other things, added Chapter 12.8 of Part 3 of Division 30 of the Public Resources Code (commencing with section 42649) imposing mandatory commercial recycling requirements and requirements that each jurisdiction implement an outreach and education program and monitor compliance with the mandatory commercial recycling requirements.
- 1.03 <u>Agreement</u>. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.
- 1.04 Agreement Year. Each twelve (12) month period from July 1st to June 30th, except the first Agreement Year begins on February 15, 2014 and ends on June 30, 2015, and the last Agreement Year will end on February 14, 2024 unless otherwise extended by the CITY according to Article 2 of this Agreement.
- 1.05 Approved Sharps Container. A receptacle that is approved by CITY for the Collection of Sharps.
- 1.06 <u>Bin.</u> A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the CITY.
- 1.07 <u>Biohazardous or Biomedical Waste</u>. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, Sharps, contaminated clothing and surgical gloves.
- 1.08 <u>Brown Goods</u>. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).
- 1.09 <u>Business Service Unit</u>. All retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.
- 1.10 <u>Cart</u>. A heavy plastic receptacle with wheels and a rated capacity not exceeding ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved for such purpose by the CITY.
 - 1.11 CITY. The City of San Fernando, California.

- 1.12 <u>City Collection Service</u>. City Refuse Collection Service, City Recycling Collection Service, City Green Waste Collection Service, City Food Waste Collection Service, City Used Oil Collection Service, and City Debris Box Collection Service.
- 1.13 <u>City Debris Box Collection Service</u>. The Collection in Debris Boxes of City Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris generated by City Services Units, Collected and delivered by the CONTRACTOR to an appropriate processing facility or Disposal Facility.
- 1.14 <u>City Refuse Collection Service</u>. The Collection of Refuse generated from City Service Units that is Collected and delivered to the Disposal Facility by the CONTRACTOR.
- 1.15 <u>City Food Waste Collection Service</u>. The Collection of Food Waste by the CONTRACTOR from City Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.
- 1.16 <u>City Green Waste Collection Service</u>. The Collection of Green Waste, generated from City Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.
- 1.17 <u>City Recycling Collection Service</u>. The Collection of Recyclable Materials, generated from City Service Units, that is Collected and delivered to the Materials Recovery Facility by the CONTRACTOR.
- 1.18 <u>City Representative</u>. The City Manager, or his/her designee, authorized to administer and monitor the provisions of this Agreement.
- 1.19 <u>City Service Unit</u>. Those CITY properties or locations as set forth in **Exhibit 2**, "City Facilities", which is attached to and included in this Agreement.
- 1.20 <u>City Used Oil Collection Service</u>. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from the City's corporation yard and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.
- 1.21 <u>Collection</u>. The process whereby Refuse, Recyclable Materials, Green Waste, Food Waste, Organic Waste, Construction and Demolition Debris, Large Items, Used Oil, and Universal Waste are removed and transported to the Disposal Facility, Organic Waste Processing Facility, or Materials Recovery Facility, as appropriate.
- 1.22 <u>Collection Services</u>. Single-Family Collection Service (SFD), Multi-family Collection Service (MFD), City Collection Service, and Commercial Collection Service.
- 1.23 <u>Commercial Collection Service</u>. Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, Commercial Green Waste Collection Service, Commercial Universal Waste Collection Service, and Commercial Debris Box Collection Service.
- 1.24 <u>Commercial Debris Box Collection Service</u>. The Collection of Commercial Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris in Debris Boxes by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of collected Commercial Debris Boxes to an appropriate processing facility or Disposal Facility.
- 1.25 <u>Commercial Food Waste Collection Service</u>. The Collection of Commercial Food Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of that Commercial Food Waste to an Organic Waste processing facility.

- 1.26 <u>Commercial Green Waste Collection Service</u>. The Collection of Green Waste, generated from Commercial Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.
- 1.27 <u>Commercial Recycling Collection Service</u>. The Collection of Recyclable Materials by the CONTRACTOR from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.
- 1.28 <u>Commercial Refuse Collection Service</u>. The Collection of Refuse by the CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Refuse to the Disposal Facility.
- 1.29 <u>Commercial Service Unit</u>. Business Service Units and Mixed Use Dwellings that utilize a Refuse Cart or Bin for the accumulation and set-out of Refuse.
- 1.30 <u>Commercial Universal Waste Collection Service</u>. The Collection of Universal Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.
- 1.31 Compactor. Any Debris Box Container or Bin, which has a compaction mechanism, whether stationary or mobile.
- 1.32 <u>Composting</u>. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter used for fertilizing or soil conditioning.
- 1.33 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lad, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. Construction and Demolition Debris does not include Exempt Waste.
 - 1.34 CONTRACTOR. Consolidated Disposal Service, LLC.
 - 1.35 County. Los Angeles County, California.
- 1.36 Consumer Price Index (CPI). The index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUURA421SA0, Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, California.
- 1.37 <u>Customer</u>. Means a Service Recipient that receives Collection Services under the terms of this Collection Service Agreement.
- 1.38 <u>Debris Box Collection Service</u>. Collection utilizing 10 40 cubic yard containers, on a temporary or permanent basis, and provided to Service Units for the Collection of Refuse, Recyclable Materials, Organic Waste, and Construction and Demolition Debris Materials, and the delivery of that material to an appropriate facility.
- 1.39 <u>Debris Box Container</u>. A metal container that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

- 1.40 <u>Disposal Facility</u>. The Sunshine Canyon Landfill located in Sylmar, California for the disposal, or processing as appropriate, of Refuse and other materials as appropriate.
- 1.41 <u>Dwelling Unit</u>. Any individual living unit in a single family dwelling (SFD) or multifamily dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a Hotel or Motel.
- 1.42 <u>E-Waste</u>. Discarded electronics equipment such as cell phones, PDAs, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.
- 1.43 Exempt Waste. Biohazardous or Biomedical Waste (except Sharps), Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, and those wastes under the control of the Nuclear Regulatory Commission.
- 1.44 <u>Food Waste</u>. Food scraps and trimmings from food preparation, including but not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, and acceptable food packaging such items as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.
- 1.45 <u>Green Waste</u>. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Cart or Bin utilized by the Service Recipient. Green Waste includes plant debris, such as Palm, Yucca and Cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is collected. Green Waste does not include items herein defined as Exempt Waste.
- 1.46 Gross Revenues. All income collected by the CONTRACTOR for the provision of Collection Services pursuant to this Agreement, (including revenue received by the CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR hereunder), calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Revenues, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, or other receipts from State and local government accounts (e.g. grants, cash awards and rebates) resulting from the performance of this Agreement.
- 1.47 <u>Hazardous Waste</u>. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such as local, state or federal law or regulations may be amended from time to time.
- 1.48 <u>Household Hazardous Waste (HHW)</u>. Hazardous Waste generated at a Dwelling Unit.
- 1.49 <u>Large Items</u>. Those materials including furniture, carpets, mattresses, White Goods, Brown Goods, E-Waste, clothing, tires without rims, Green Waste, and Large Green Waste which are attributed to the normal activities of a SFD Service Unit, MFD Service, or City Service Unit. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.
- 1.50 <u>Large Green Waste</u>. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than six (6) feet in its longest dimension, and not weighing more than seventy (70)

December 9, 2013

pounds, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Large Green Waste must be generated by and at the Service Unit wherein the Large Green Waste is collected.

- 1.51 <u>Materials Recovery Facility (MRF)</u>. Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically designated by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.
- 1.52 MFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items, Collected by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.
- 1.53 MFD Collection Service. MFD Refuse Collection Service, MFD Recycling Service, MFD Green Waste Collection Service, MFD Food Waste Collection Service, MFD Universal Waste Collection Service, MFD Bulky Waste Collection Service, MFD Sharps Collection Service, and MFD Debris Box Collection Service.
- 1.54 MFD Debris Box Waste Collection Service. The Collection of MFD Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of Collected MFD Debris Boxes to an appropriate processing facility or Disposal Facility.
- 1.55 MFD Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.
- 1.56 MFD Green Waste Collection Service. The Collection of Green Waste, generated from MFD Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.
- 1.57 MFD Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.
- 1.58 MFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.
- 1.59 MFD Service Unit. Any residence with five (5) or more Dwelling Units, including any flat, apartment, condominium, town home, service-enriched housing or other residence, and other Dwelling Units in detached buildings on a single parcel, and excluding a hotel, motel, dormitory, sheltered nursing facility, rooming house, or other such similar facility as determined by CITY.
- 1.60 MFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

- 1.61 <u>Non-Collection Notice</u>. A form developed and used by the CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.
 - 1.62 Organic Waste. For the purposes of this agreement includes Green Waste.
- 1.63 Organic Waste Processing Facility. Any facility selected by the CONTRACTOR that is designed, approved by the CITY, or specifically designated by the CITY, operated and legally permitted for the purpose of receiving and Processing Green Waste.
- 1.64 <u>Processing.</u> An operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclable Materials, Organic Materials, Mixed Materials or Bulky Goods and returns them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Processing begins at the time the Recyclable Materials, Organic Waste, Bulky Waste or Refuse are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the Residue is properly Disposed.
- 1.65 <u>Recyclable Materials</u>. Those materials which are capable of being recycled and which would otherwise be Processed or disposed of as Refuse. Recyclable Materials include those materials defined by the CITY, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (up to 20 pounds); steel including "tin" cans, empty aerosol cans (empty, non-toxic products) and small scrap (up to 20 pounds); bimetal containers; plastic bags, plastic food containers, #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aluminum foil and pans.
- 1.66 <u>Refuse</u>. All non-recyclable packaging, and putrescible waste attributed to normal activities of a Service Unit. Refuse must be generated by and at the Service Unit wherein the Refuse is collected. Refuse does not include those items defined herein as Recyclable Materials, Organic Waste, Bulky Waste, E-Waste, U-Waste, or Exempt Waste.
- 1.67 <u>Residue.</u> Materials remaining after the Processing of Refuse, Recyclable Materials, Organic Waste, or Bulky Waste which cannot reasonably be diverted.
- 1.68 Service Area. That area within the corporate limits of the City of San Fernando, California.
 - 1.69 Service Recipient. An individual or company receiving Collection Service.
- 1.70 <u>Service Unit</u>. SFD Service Units, MFD Service Units, City Service Units, and Commercial Service Units.
- 1.71 <u>SFD Collection Service</u>. SFD Refuse Collection Service, SFD Recycling Collection Service, SFD Organic Waste Collection Service, SFD Bulky Waste Collection Service, SFD Universal Waste Collection Service, SFD Used Oil Collection Service, SFD Sharps Collection Service, and SFD Debris Box Collection Service.
- 1.72 <u>SFD Debris Box Waste Collection Service</u>. The Collection of SFD Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris by the

December 9, 2013

CONTRACTOR from SFD Service Units in the Service Area, and the delivery of Collected SFD Debris Boxes to an appropriate processing facility or Disposal Facility.

- 1.73 SFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items, such as a TV, couch, or water heater, Collected by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.
- 1.74 <u>SFD Refuse Collection Service</u>. The Collection of Refuse, by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.
- 1.75 <u>SFD Organic Waste</u>. Green Waste is separated at the source of generation for inclusion in the SFD Organic Waste Collection Service program.
- 1.76 <u>SFD Organic Waste Collection Service</u>. The Collection of SFD Organic Waste by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of that SFD Organic Waste to an Organic Waste Processing Facility.
- 1.77 <u>SFD Recycling Collection Service</u>. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.
- 1.78 <u>SFD Service Unit</u>. A detached or attached residence containing four (4) or fewer Dwelling Units when each Dwelling Unit is designed or used for occupancy by one (1) or more individuals.
- 1.79 <u>SFD Universal Waste Collection Service</u>. The Collection of Universal Waste by the CONTRACTOR from SFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.
- 1.80 <u>SFD Used Oil Collection Service</u>. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from all SFD Service Units in the Service Area utilizing Used Oil and Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters, and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.
- 1.81 <u>Sharps</u>. Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Sharps must be generated at the SFD or MFD Service Unit wherein the Sharps are Collected.
- 1.82 <u>Sharps Collection Service</u>. The on-call Collection of Sharps in an Approved Sharps Container from SFD and MFD Service Units in the Service Area subscribing to the service, and the appropriate Disposal of the Sharps.
- 1.83 <u>Sludge</u>. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

December 9, 2013

- 1.84 <u>Universal Waste</u>. Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper, or mercury.
- 1.85 <u>Used Oil</u>. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the SFD Service Unit wherein the Used Oil is Collected. Used Oil does not include transmission fluid.
- 1.86 <u>Used Oil Container</u>. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.
- 1.87 <u>Used Oil Filter</u>. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the SFD Service Unit wherein the Used Oil Filter is Collected.
- 1.88 <u>Used Oil Filter Container</u>. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.
- 1.89 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.
- 1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Article 3.09 of this Agreement.

ARTICLE 2. Term of Agreement

- 2.01 <u>Term</u>. The term of this Agreement shall be for a ten (10) year period beginning February 15, 2014 and terminating on February 14, 2024.
- 2.01.1 Extension. The CITY shall have the option and sole discretion to extend the Agreement for up to three (3) additional one (1) year periods. The CITY shall give notice of said extension(s) not less than eighteen (18) months prior to the expiration of the contract for the initial Term and for any of the extension periods. Prior to granting any extension to the initial ten (10) year period, the City shall conduct a Performance Review to assess the CONTRACTOR'S performance implementing the provisions of the Agreement. If the term of this Agreement is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

ARTICLE 3. Services Provided by the Contractor

3.01 <u>Grant of Exclusive Agreement</u>. Except as otherwise provided in this Agreement, the CONTRACTOR is herein granted an exclusive Agreement to provide Collection Services within the Service Area. No other Refuse, Organic Waste, or Recycling services shall be exclusive to the CONTRACTOR.

December 9, 2013

3.02 Limitations to Scope of Exclusive Agreement.

- 3.02.1 Recyclable Materials or Large Items that are source separated from Refuse by a Service Recipient, for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;
- 3.02.2 Refuse, Recyclable Materials, Large Items or Organic Waste, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or City Service Unit and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees but not including construction related employees or subcontractors) to a processing or Disposal Facility;
- 3.02.3 Recyclable Materials, Organic Waste or Large Items which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations;
- 3.02.4 Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.;
- 3.02.5 Organic Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;
- 3.02.6 Construction and Demolition Debris where the Service Recipient holds a building permit, and such construction project was done by the Service Recipient or, done as part of a total service offered by a licensed company or by the CITY, and where the licensed company uses its own equipment and employees, and no Debris Box Containers are used for the Collection and transportation of such Construction and Demolition Debris;
- 3.02.7 Large Items removed from a premises by a property management or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;
 - 3.02.8 Hazardous Waste regardless of its source; and
- 3.02.9 Refuse, Organic Waste, or Recyclables Materials that are removed from a premise by a company through the performance of a service that the CONTRACTOR has elected not to provide.
- 3.03 CONTRACTOR acknowledges and agrees that the CITY may permit other persons besides the CONTRACTOR to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR. If CONTRACTOR can produce evidence that other persons are servicing collection containers or are Collecting Refuse, Recyclable Materials, Large Items, Construction and Demolition Debris, and/or Organic Waste in a manner that is not consistent with the CITY'S Municipal Code or this Agreement, it shall report the location, the name and phone number of the person or company to the CITY along with CONTRACTOR'S evidence of the violation of the exclusiveness of this Agreement, and the CONTRACTOR shall assist the CITY to enforce the CITY's Municipal Code and this Agreement.
- 3.03.1 The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully provide for the scope of services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be

December 9, 2013

lawfully provided and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws.

3.04 <u>Service Standards</u>. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.05 Hours and Days of Collection.

- 3.05.1 SFD and MFD Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday or Sunday. Commercial and City Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 5:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.
- 3.05.2 The CITY may direct CONTRACTOR to restrict the Collection hours in areas around schools and in high traffic areas during peak commute hours. When the CITY is conducting road overlay or slurry projects, the CITY reserves the right to temporarily redirect or restrict CONTRACTOR from Collection in the affected areas or temporarily change the Collection hours if needed. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.
- 3.06 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.07 Containers.

- 3.07.1 <u>Carts</u>. Carts are to be new at the start of the Agreement. Carts are to be hot-stamped, embossed, or laminated, with a unique identification number, and in-molded with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. In-molding on the Carts shall be on the lids. Labeling and graphics of the Carts shall be approved by the CITY.
- 3.07.2 <u>Bins</u>. Bins may be used, provided they are newly painted, properly marketed and in good working order. Bins are to be painted, embossed, or hot stamped with a unique identification number, and be labeled with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. Labeling and graphics of the Bins shall be approved by the CITY.
- 3.07.3 <u>Debris Boxes</u>. Debris Box Containers may be used, provided they are newly painted, properly marketed and in good working order. The CITY retains the right to inspect any such used Debris Box and direct the CONTRACTOR to replace such a used Debris Box if it is deemed to be not acceptable.
- 3.07.4 Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR'S Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or the Service Unit.

- 3.07.5 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Service Recipient.
- 3.07.5.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Work Days. The CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.
- 3.07.5.2 <u>SFD Service Units.</u> Where such Cart is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each SFD Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organic Waste Cart during the life of this Agreement at no cost to the Service Recipient.
- 3.07.5.3 MFD, Commercial and CITY Service Units. Where such Cart or Bin is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each City, MFD and Commercial Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart or Bin, one (1) lost, destroyed, or stolen Recycling Cart or Bin, (1) lost, destroyed, or stolen Food Waste Cart or Bin and (1) lost, destroyed, or stolen Green Waste Cart or Bin during the life of this Agreement at no cost to the Service Unit.
- 3.07.5.4 Where such Bin or Cart replacement occurs through no fault of the CONTRACTOR, CONTRACTOR shall be compensated for the cost of those replacements in excess of the requirements set forth in Sections 3.07.5.2 and 3.07.5.3 above, in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, as initially set by the CITY or as may be adjusted by the CITY as provided under the terms of this Agreement.
- 3.07.6 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. Within three (3) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.
- 3.07.7 Cart or Bin Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Service Recipient within seven calendar days to allow for the exchange to occur on the regular scheduled Collection day. Each MFD, Commercial and City Service Unit shall be entitled to receive one (1) free Refuse Cart or Bin exchange, and unlimited exchanges of Recycling, Food Waste or Green Waste Carts or Bins per Agreement Year during the term of this Agreement. Accordingly CONTRACTOR shall be compensated for the cost of Refuse Cart or Bin exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate as Set forth in **Exhibit 1** which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.
- 3.07.8 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth

December 9, 2013

in Article 24 of this Agreement shall rest with the CITY, or except that ownership of Carts in the possession of a Service Recipient at the end of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regards to this Article and in such case the Carts shall remain the property of the CONTRACTOR upon termination of this Agreement. In this event, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or recycling such Carts.

- 3.07.9 Ownership of Bins. Ownership of Bins distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Bins, including their locations.
- 3.07.10 Ownership of Debris Box Containers. Ownership of Debris Box Containers distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of containers, including their locations.
- 3.07.11 Annual Inspection and Cleaning of Bins and Debris Boxes. Once each Agreement Year, at no charge to the CITY or the Service Recipient, CONTRACTOR shall inspect all Refuse, Recycling, and Organic Waste Bins and Debris Box Containers at the Service Unit's premises and shall replace those Bins or Debris Box Containers needing cleaning with clean Bins or Debris Box Containers and remove the dirty Bins or Debris Box Containers for cleaning.
- 3.08 <u>Labor and Equipment</u>. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.
- 3.09 <u>Holiday Service</u>. The CITY observes January 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25th as legal holidays. CONTRACTOR shall not provide Collection Services on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial and City Collection

December 9, 2013

Services shall be adjusted as agreed between the CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

3.10 Processing and Disposal.

- 3.10.1 <u>Compliance</u> <u>with Regulations</u>. All materials Collected under this Agreement shall be delivered to facilities that comply with the Department of Resources Recycling and Recovery regulations under Title 14, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal (Article 5.9 Sections 17380-17386). CONTRACTOR, and not the CITY, must assure that all Disposal, transfer, and processing facilities are properly permitted to receive material Collected under this Agreement. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 3.10.2 Permits and Approvals. CONTRACTOR must assure that all facilities selected by CONTRACTOR shall possess all existing permits and approvals by local enforcement agencies to be in full compliance with all regulatory agencies to conduct all operations at the approved location. CONTRACTOR shall, upon written request from the CITY, arrange for the facilities selected by the CONTRACTOR to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation. Failure to provide facility information shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 3.10.3 <u>Disposal Facility</u>. Except as set forth below, all Refuse collected as a result of performing Collection Services shall be transported to, and delivered within in twenty-four (24) hours of Collection, to the Disposal Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 3.10.4 Organic Waste Processing Facility. CONTRACTOR shall deliver within in twenty-four (24) hours of Collection all collected Organic Waste to a fully permitted Organic Waste Processing Facility as designated by CONTRACTOR and approved by the CITY. CONTRACTOR shall ensure that all Organic Waste collected pursuant to this Agreement, except Residue resulting from Processing, is delivered to the approved Organic Waste Processing Facility in accordance with AB 939 and subsequent legislation and regulations. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 3.10.5 <u>Material Recovery Facility</u>. All Recyclable Materials Collected as a result of performing SFD, MFD, Commercial and City Recycling Services shall be delivered to the Material Recovery Facility (MRF) within in twenty-four (24) hours. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 3.11 <u>Inspections</u>. The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

December 9, 2013

3.12 Commingling of Materials.

- 3.12.1 Refuse Collected in San Fernando. CONTRACTOR shall not at any time commingle any Refuse Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.
- 3.12.2 <u>Recyclable Materials</u>. CONTRACTOR shall not at any time commingle Recyclable Materials Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.
- 3.12.3 Organic Waste. CONTRACTOR shall not at any time commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.
- 3.13 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Refuse, Organic Waste, or Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.
- 3.13.1 The CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any material or residue that are spilled or scattered by the CONTRACTOR or its employees.
- 3.13.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.
- 3.13.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.
- 3.13.4 In the event where damage to CITY streets is caused by a hydraulic oil spill, CONTRACTOR shall be responsible for all repairs to return the street to the same condition prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Representative and at no cost to the CITY.
- 3.13.5 Ownership of Materials. Title to Refuse, Organic Waste, and Recyclable Materials shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicles.
- 3.13.6 <u>Hazardous Waste</u>. Under no circumstances shall CONTRACTOR'S employees knowingly collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a collection container. If CONTRACTOR determines that material placed in any container for collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to

December 9, 2013

CONTRACTOR'S employees, the CONTRACTOR shall have the right to refuse to accept such material. The generator shall be contacted by the CONTRACTOR and requested to arrange for proper disposal service. If the generator cannot be reached immediately, the CONTRACTOR shall, before leaving the premises, leave a Non-collection Notice, which indicates the reason for refusing to collect the material, and how the Hazardous Waste can be properly disposed or recycled.

- 3.13.7 If Hazardous Waste is found in a collection container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the CITY of San Fernando Police Department. The CONTRACTOR shall immediately notify the CITY of any Hazardous Waste that has been identified.
- 3.13.8 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste.
- 3.14 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the CONTRACTOR'S facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.
- 3.15 <u>Transition</u>. CONTRACTOR understands and agrees that the time between the formal Agreement signing and February 15, 2014 is intended to provide the CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign as part of the CONTRACTOR'S transition plan as specified in **Exhibit 5** which is attached to and included in this Agreement. CONTRACTOR shall be responsible for the provision of all Collection Services beginning February 15, 2014.

ARTICLE 4. Diversion Requirements

- 4.01 Minimum Requirements SFD, MFD, Commercial and CITY Services. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 50 percent by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or reuser, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by CONTRACTOR in each Calendar Year."
- 4.02 Minimum Requirements C&D Materials. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 85 percent of C&D Materials Collected under this agreement, by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of C&D materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of C&D materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

- 4.03 <u>Warranties and Representations</u>. CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements as set forth in CONTACTOR'S Diversion Guarantee, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) governing this Agreement (including AB 341, AB 939, and all amendments and related subsequent legislation), and that it shall do so without imposing any costs or fees other than those set forth on the attached **Exhibit 1** (including if new programs are implemented which are not called out herein). The programs called out herein are minimum requirements that must be met, and CONTRACTOR shall be responsible for implementing any other programs that may be necessary to achieve the forgoing at no additional cost to the CITY or Service Recipients.
- 4.04 <u>Mutual Cooperation</u>. CITY and CONTRACTOR shall reasonably cooperate in good faith with all efforts by each other to meet CITY's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws, and to meet CONTRACTOR'S obligations under CONTRACTOR'S Diversion Guarantee. In this regard, CITY's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by CONTRACTOR for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR's Recycling or Refuse programs as may be reasonably requested by CONTRACTOR in order to achieve CONTRACTOR'S Diversion Guarantee.
- 4.05 Waste Reduction and Program Implementation. CONTRACTOR shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the CITY's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. CONTRACTOR shall provide CITY with monthly, quarterly and annual written reports in a form adequate to meet CITY's filing and reporting requirements as required by the Applicable Laws to CalRecycle throughout the term of this Contract wherein CITY's performance under the above programs shall be set forth in detail. CONTRACTOR shall be responsible to prepare, or assist CITY with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other Applicable Laws. CONTRACTOR shall reimburse CITY for any costs CITY incurs in appearing before CalRecycle in relation thereto.
- 4.06 <u>Guarantee and Indemnification</u>. Subject to Public Resources Code Section 40059.1, CONTRACTOR warrants and guaranties that it will carry out its obligations under this Contract such that: (i) both it and CITY will at all times be in compliance with the requirements of the Applicable Laws including specifically AB 939 and AB 341, and (ii) CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) set forth in CONTRACTOR'S Diversion Guarantee and the Applicable Laws including AB 939, and all amendments thereto. In this regard CONTRACTOR agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:
- 4.06.1 To the extent legally permitted, defend, with counsel approved by CITY, indemnify, and hold harmless CITY and CITY's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) CONTRACTOR fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or the Applicable Laws and such failure or refusal prevents or delays CITY from submitting reports required by the

December 9, 2013

Applicable Laws including AB 939 in a timely manner; or (2) the Source Reduction and Recycling goals, diversion goals, program implementation requirements, or any other requirements of the Applicable Laws, including AB 939, are not met with respect to the waste stream Collected under this Contract;

- 4.06.2 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency;
- 4.06.3 Assist CITY in preparing for, and participating in, the CalRecycle's biannual review of CITY's SRRE pursuant to Public Resources Code Section 41825;
- 4.06.4 Assist CITY in applying for any extension, including under Public Resources Code Section 41820, if so directed by CITY;
- 4.06.5 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws including AB 939;
- 4.06.6 Assist CITY with the development of and implement a public awareness and education program that is consistent with the CITY's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws;
- 4.06.7 Provide CITY with recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including AB 939;
- 4.06.8 Defend, with counsel acceptable to CITY, CITY and CITY's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to the Applicable Laws including AB 939;
- 4.06.9 Be responsible for and pay, any fees, penalties or other costs imposed against the CITY by CalRecycle, and indemnify and hold harmless CITY from and against any fines, penalties, or other liabilities, levied against it for violation of the diversion requirements, set forth in the Applicable Laws, including AB 939, or for violation of any other provision of the Applicable Laws, including AB 939, arising from or in any way related to CONTRACTOR's performance of its obligations under this Contract.
- 4.07 Failure to Meet Minimum Requirements. CONTRACTOR'S failure to meet the minimum diversion guarantees set forth above in Article 4.01 and Article 4.02 may result in CONTRACTOR being in default of this Agreement as specified in Article 24, or the imposition of liquidated damages as specified in Article 19, or denial of an extension to this Agreement as specified in Article 2. In determining whether or not to assess liquidated damages, hold the CONTRACTOR in default of this Agreement, or denial of a term extension, the CITY will consider the good faith efforts put forth by the CONTRACTOR in implementing the required programs to meet the minimum diversion requirements and the methods and level of effort of the CONTRACTOR to fully implement the work plans attached to and included in this Agreement as Exhibits 5 10.
- 4.08 Implementation of Additional Diversion Services. If the CITY determines that CONTRACTOR has not fulfilled its good faith efforts requirements set forth in Article 4.07, CITY may direct CONTRACTOR to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and CONTRACTOR agrees to do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative Refuse processing and disposal technologies are included among the types of changes which CITY may direct.

ARTICLE 5. Service Units

5.01 <u>Service Units</u>. Service Units shall include all the following categories of premises which are in the Service Area as of February 15, 2014, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

5.01.1 SFD Service Units

5.01.2 MFD Service Units

5.01.3 Commercial Service Units

5.01.4 City Service Units

5.01.4.1 Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and the determination of the City Representative shall be final.

5.02 <u>Service Unit Changes</u>. The CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

- 5.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such service.
- 5.03 Coordination with Street Sweeping. The CITY and CONTRACTOR acknowledge that CONTRACTOR will work with the CITY to coordinate the CITY's street sweeping schedule.
- 5.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and/or addition of new Service Areas and shall provide such revised maps to the City Representative as requested.

ARTICLE 6. SFD Collection Services

6.01 <u>SFD Collection Services</u>. These services shall be governed by the following terms and conditions:

6.01.1 Conditions of Service. The CONTRACTOR shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Refuse is properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Article 6.03.1.1; and SFD Organic Waste is properly containerized in Organic Waste Carts except as set forth in Article 6.03.1.1. The Refuse, Recycling and Organic Waste Carts will be Collected at least once a week. CONTRACTOR shall offer Refuse, Organic Waste, and Recyclable Material Carts in approximately 64-gallon size as the default, with 32- and 96-gallon Refuse Carts available upon request by Customer. CONTRACTOR shall offer Debris Boxes in 10-40 cubic yard sizes. The cost for Recyclable Materials and SFD Organic Waste collection shall be bundled with the cost of Refuse Collection.

6.01.1.1 <u>Curbside Collection Service</u>. SFD Curbside Collection shall be done where Refuse, Recyclable Materials and Organic Waste Carts are placed within five (5) feet of the curb, swale, or at edge of street pavement for streets without curbs. This shall apply to both public and private streets. CONTRACTOR may charge for Curbside Collection at the rates as set forth in **Exhibit 1**.

- 6.01.1.2 <u>On-Premise Collection Service Subscription.</u> A SFD Service Recipient may subscribe for On-premise SFD Collection Service where Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR may charge for On-premise Collection at the rates as set forth in **Exhibit 1**.
- 6.01.1.3 On-Premise Collection Service Physical Disability. A SFD Service Recipient, and all other adults living at the Service Unit residing therein, that has disabilities that prevent him/her from being physically able to place Refuse, Recyclable Materials, or Organic Waste Carts at the curb for Collection shall receive On-premise Collection Service where all Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR shall provide this service at no charge to the Service Recipient.
- 6.02 Frequency and Scheduling of Service. Except as set forth in Articles 6.03.1.1, 6.08, 6.09, 6.10, 6.13, and 6.14, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Refuse Collection Service, SFD Recycling Collection Service, and SFD Organic Waste Collection Service on the same Work Day.
- 6.03 Non-Collection. Except as set forth in Articles 6.04, 6.07, 6.08, 6.09, and 6.10, CONTRACTOR shall not be required to Collect any Refuse, Recyclable Material, or SFD Organic Waste that is not placed in a Cart. In the event of non-collection, CONTRACTOR shall affix to the Cart a Non-collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.
- 6.03.1.1 Periodic Overages. On a periodic basis not to exceed one time per quarter, any additional amounts of Recyclable Materials and Green Waste that exceed the capacity of the Carts shall also be considered properly set out for Collection if they are placed adjacent to the Carts, securely contained in a bag or bundle, and do not collectively exceed 60 pounds in weight. CONTRACTOR shall provide this service at no charge to the Service Recipient. If Overages repeatedly occur, CONTRACTOR shall work with the SFD Service Recipient to reduce the number of Overages or provide an extra Cart.
- 6.04 <u>SFD Refuse Collection Service</u>. This service will be governed by the following additional terms and conditions:
- 6.04.1 <u>Disposal Facility</u>. All Refuse collected as a result of performing SFD Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 6.04.2 Additional Refuse Carts. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that additional Refuse Carts are requested, the CONTRACTOR shall deliver such Refuse Carts to such Service Recipient within five (5) Work Days. CONTRACTOR shall be compensated for the cost of additional Refuse Carts in accordance with the "Additional Refuse Cart" Service Rate as set forth in **Exhibit 1** or as may be adjusted under the terms of this Agreement.
- 6.04.3 Refuse Cart Size Exchange. Customer may request a smaller Cart size (32-gallon) or a larger Cart size (96-gallon) at no additional cost to the Customer.

- December 9, 2013
- 6.05 <u>SFD Recycling Collection Service</u>. This service will be governed by the additional following terms and conditions:
- 6.05.1 <u>Material Recovery Facility</u>. All Recyclable Materials Collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.
- 6.05.2 Additional Recycling Carts. CONTRACTOR shall provide up to one (1) additional SFD Recycling Carts to SFD Collection Service Recipients within five (5) Work Days of request at no additional cost provided that additional Cart is used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.
- 6.05.3 Recycling Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Recycling Carts, at no additional cost to the Customer.
- 6.05.4 Recycling Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.
- 6.05.5 Collection of Service Recipients' Discarded Collection Containers. The CONTRACTOR shall collect used, discarded, or unwanted collection containers discarded by the Service Recipient that were in use for collection prior to February 15, 2014 at no cost. To the extent feasible, CONTRACTOR shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers. CONTRACTOR collection of discarded containers shall be done in accordance with **Exhibit 5**.
- 6.05.6 Recycling Improper Procedure. Except as set forth below in Article 6.08, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Refuse or Organic Waste. If Recyclable Materials are contaminated through commingling with Refuse or Organic Waste, the CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-collection Notice explaining why the Refuse or Organic Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Refuse or Organic Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Refuse or Organic Waste renders the entire Recycling Cart contaminated, the CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.
- 6.06 <u>SFD Organic Waste Collection Service</u>. This service will be governed by the following terms and conditions:
- 6.06.1 Organic Waste Processing Services. CONTRACTOR shall ensure that all SFD Organic Waste Collected pursuant to this Agreement are diverted from the landfill in accordance with AB 939 and any subsequent or other applicable legislation and regulations.

- 6.06.2 <u>Organic Waste Processing Facility</u>. CONTRACTOR shall deliver all Collected SFD Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.
- 6.06.3 Organic Waste Disposal. CONTRACTOR shall ensure that the SFD Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing.
- 6.06.4 Additional Organic Waste Carts. CONTRACTOR shall provide additional SFD Organic Waste Carts to SFD Service Recipients within five (5) days of request at no additional cost provided that additional Carts are used by SFD Service Recipients for the purposes of setting out additional SFD Organic Waste Materials for regular weekly Organic Waste Collection Service.
- 6.06.5 Organic Waste Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Organic Waste Carts, at no additional cost to the Customer.
- 6.07 <u>Curbside Holiday Tree Collection</u>. CONTRACTOR shall Collect Holiday Trees from all SFD Service Units as part of the SFD Organic Waste Collection Services. CONTRACTOR shall provide this service beginning on the first Work Day after December 25 for a minimum of ten (10) days.
- 6.07.1 <u>Contaminated Holiday Trees</u>. Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the CONTRACTOR.
- 6.07.2 Non-collection. CONTRACTOR shall not be required to Collect any SFD Organic Waste that is mixed with either Refuse, or Recyclable Materials. In the event of non-collection, CONTRACTOR shall affix to the Organic Waste Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.
- 6.08 <u>SFD Bulky Waste Collection Service</u>. This service will be governed by the following terms and conditions:
- Waste Collection Service to all SFD Service Units in the Service Area whose Bulky Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each SFD Service Unit in the Service Area shall be entitled to receive free Bulky Waste Collection Service a maximum of six (6) Collection times per Agreement Year. Bulky Waste Collection Service shall be a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items such as a TV, couch, or water heater. In accordance with the "Additional Bulky Waste Collection" service rate as set in Exhibit 1, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of 1) a single Collection of over four (4) cubic yards, 2) more than four (4) Bulky Waste Collections per year, or more than two (2) individual Large Items during any single Bulky Waste Collection.

December 9, 2013

6.08.2 Frequency of Service. SFD Service Recipients must call at least fortyeight (48) hours in advance to schedule SFD Bulky Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.08.3 <u>Large Items Containing Freon</u>. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations. CONTRACTOR may charge for collecting Large Items containing Freon in accordance with the Maximum Service rates in **Exhibit 1**.

6.08.4 <u>Maximum Reuse and Recycling</u>. CONTRACTOR shall dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

6.08.4.1	Reuse as is (where energy efficiency is not compromised)
6.08.4.2	Disassemble for reuse or Recycling
6.08.4.3	Recycle
6 08 4 4	Disposal

6.08.5 <u>CITY Direction of Large Items</u>. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.09 <u>SFD Used Oil Collection Service</u>. This service will be governed by the following terms and conditions:

6.09.1 Conditions of Service. In conjunction with the provision of SFD Recycling Collection Service, the CONTRACTOR shall provide SFD Used Oil Collection Service to all SFD Service Units in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

6.09.2 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Oil or Used Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the City Representative, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

Page 135 of 396

- 6.09.3 <u>Spillage</u>. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.
- 6.09.4 Used Oil and Used Oil Filter Containers. To the extent allowed by CONTRACTOR, residents may provide their own Used Oil and Used Oil Filter Containers. However, in the event CONTRACTOR allows the use of resident-provided containers, CONTRACTOR shall assume any and all liabilities related to the use of such resident-provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.
- 6.09.5 At the time CONTRACTOR Collects Used Oil from a Service Recipient, where such Service Recipient utilizes a Used Oil Container or Used Oil Filter Container provided by the CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.
- 6.09.6 <u>Segregation of Used Oil</u>. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Contract segregated from other materials.
- 6.09.7 <u>Used Oil Processing</u>. CONTRACTOR shall recycle all Used Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.
- 6.09.7.1 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.
- 6.09.7.2 CONTRACTOR shall notify the City Representative, either by fax or e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.
- 6.09.8 SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.
- 6.10 <u>SFD Universal Waste Collection Service</u>. This service will be governed by the following terms and conditions:
- 6.10.1 <u>Conditions of Service</u>. The CONTRACTOR shall provide SFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR

December 9, 2013

and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

- 6.10.2 <u>Frequency of Service</u>. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.
- 6.10.3 <u>Maximum Reuse and Recycling</u>. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

6.10.3.1	Reuse as is (where energy efficiency is not compromised)	
6.10.3.2	Disassemble for reuse or Recycling	
6.10.3.3	Recycle	
6.10.3.4	Disposal	

- 6.10.4 <u>CITY Direction of Universal Waste</u>. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.
- 6.10.5 <u>SFD Universal Waste Drop-off.</u> CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from SFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.
- 6.11 <u>Hard to Service Areas</u>. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR, at no additional cost, shall manually collect SFD Refuse, Recyclable Materials, Organic Waste, and Bulky Waste from a SFD Service Unit as follows:
- 6.11.1.1 Where topography, street conditions, or limited street access for police, fire, or safety vehicles prevents CONTRACTOR'S collection vehicle access for Collecting Refuse, Recycling, Organic Waste, and Large Items for Collection.
- 6.11.1.2 Where Service Units located in the areas and streets as determined by the CITY and CONTRACTOR.
- 6.11.1.3 Where the City Representative notifies the CONTRACTOR of any additional Service Units requiring service; along with the date such service is to begin.
- 6.12 <u>Sharps Collection Service</u>. Within one (1) week of request by a SFD Service Unit for Sharps Collection, CONTRACTOR shall deliver to the SFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a SFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each year to seniors.
- 6.13 <u>SFD Debris Box Collection Service</u>. Upon twenty four (24) hours request by a SFD Service Unit for a Debris Box Container, CONTRACTOR shall provide a Debris Box Container at the Service Unit. Such SFD Debris Box Collection Service shall be on a temporary basis not

December 9, 2013

to exceed seven (7) days without Collection, emptying, and replacement of the Debris Box Container.

- 6.13.1 Debris Box Containers shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.
- 6.13.2 Charges for Debris Box Containers shall be in accordance with **Exhibit 1** of this Agreement.
- 6.13.3 The CONTRACTOR shall provide SFD Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Box Containers in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.
- 6.13.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box Container without CONTRACTOR information or with any graffiti visible on the Debris Box Container.

ARTICLE 7. MFD Collection Services

- 7.01 MFD Collection Services. These services will be governed by all conditions of service as specified in Article 8 of this Agreement, with the following additional services:
- 7.01.1 MFD Bulky Waste Collection. The CONTRACTOR shall provide MFD Bulky Waste Collection Service to MFD Service Units in the Service Area in a manner agreed to between the CONTRACTOR and the MFD Service Unit management. CONTRACTOR shall provide a maximum of two (2) Collections per Agreement Year at no cost to the MFD Service Unit or MFD management. CONTRACTOR shall be compensated for the cost of Collecting Bulky Waste in excess of two Collections per Agreement Year in accordance with the "MFD Bulky Waste Collection" Maximum Service Rate as set in **Exhibit 1** of this Agreement.
- 7.01.2 MFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:
- 7.01.2.1 Conditions of Service. The CONTRACTOR shall provide MFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.
- 7.01.2.2 <u>Frequency of Service</u>. MFD Service Recipients must call at least forty-eight (48) hours in advance to schedule MFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.
- 7.01.2.3 <u>Maximum Reuse and Recycling</u>. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:
 - 7.01.2.3.1. Reuse as is (where energy efficiency is not compromised)
 - 7.01.2.3.2. Disassemble for reuse or Recycling

December 9 , 2013

7.01.2.3.3. Recycle

7.01.2.3.4. Disposal

7.01.2.4 <u>CITY Direction of Universal Waste</u>. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

7.01.2.5 MFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from MFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

7.01.3 MFD Recycling Tote Bags. During the transition period as outlined in Exhibits 5 and 6, CONTRACTOR shall supply a maximum of 2,000 Recycle Tote Bags at no cost for each MFD Service Unit (at least 3 units or more). After the transition period, and for the remainder of the Term, upon request of MFD Service Units, CONTRACTOR shall supply a maximum of 200 additional Recycle Tote Bags each Agreement Year at no additional cost to the MFD Service Units. The Recycle Tote Bags are intended for MFD Service Recipients to transport Recyclables Materials from their residence to their recycling bin or cart.

7.01.4 Sharps Collection Service. Within one (1) week of a request by a MFD Service Unit for Sharps Collection, CONTRACTOR shall deliver by mail to the MFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a MFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each Agreement Year to seniors. The CONTRACTOR Sharps Collection Service is available by calling (855) 737 – 7871 or www.republicservices.com.

ARTICLE 8. Commercial Collection Services

8.01 <u>Commercial Collection Services</u>. These services will be governed by the following terms and conditions:

8.01.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, and Commercial Debris Box Collection Service to all Commercial Service Units in the Service Area whose Refuse, Recyclable Materials, and Food Waste are properly containerized in Bins, Carts, or Debris Boxes as appropriate where the Bins, Carts or Debris Boxes are accessible as set forth in Article 8.01.3. CONTRACTOR shall offer Carts in 64 and 96 gallon sizes. CONTRACTOR shall offer Bins in 1, 1.5, 2, 3, 4, 5, and 6 cubic yard sizes. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Service Recipient and the CONTRACTOR. However, the size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste, or Food Waste Materials need be placed outside the Bin, Cart or Debris Box.

8.01.2 Required Capacity - Recycling. CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area. For each

December 9, 2013

Service Unit, CONTRACTOR shall offer a minimum capacity of Commercial Recycling Collection that meets or exceeds the capacity necessary to comply with AB 341 requirements.

- 8.01.3 Accessibility. CONTRACTOR shall collect all Refuse, Recycling, or Organic Waste Bins or Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.
- 8.01.4 Manner of Collection. The CONTRACTOR shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bin or Cart at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.02 Commercial Refuse Collection Service.

- 8.02.1 <u>Conditions of Service</u>. The CONTRACTOR shall provide Commercial Refuse Collection Service to all Commercial Service Units in the Service Area whose Commercial Refuse is properly containerized in Refuse Bins or Carts, where the Refuse Bins or Carts are accessible.
- 8.02.2 <u>Disposal Facility</u>. All Commercial Refuse collected as a result of performing Commercial Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.
- 8.02.3 Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Refuse need be placed outside the Bin or Cart. The CONTRACTOR shall provide containers as part of the Commercial Refuse Collection Service rates set forth in Exhibit 1, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 8.02.4 <u>Commercial Refuse Overflow.</u> In the case of repeated overflows of Commercial Refuse, CONTRACTOR shall contact the Commercial Service Unit management to arrange for an appropriate change in Refuse Bin or Cart size, Collection frequency or both. In the event, CONTRACTOR cannot successfully contact the Commercial Service Unit management after three attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the Commercial Refuse overages, and the attempts at communication with the Commercial Service Unit management. The City Representative shall respond to CONTRACTOR'S report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

- 8.02.5 Non-Collection. CONTRACTOR shall not be required to collect any Commercial Refuse that is not placed in a Refuse Bin or Cart unless such Commercial Refuse is outside the Refuse Bin or Cart as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Refuse Bin or Cart a Non-collection Notice explaining why Collection was not made.
- 8.03 <u>Commercial Recycling Collection Service</u>. This service will be governed by the following terms and conditions:
- 8.03.1 Conditions of Service. The CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Carts or Debris Boxes, except as set forth below, where the Recycling Bins, Carts, or Debris Boxes are accessible. CONTRACTOR shall provide up to two (2) 96 Recycling Carts to each Commercial Service Unit and MFD Service Unit at no cost. CONTRACTOR may charge for additional Recycling Carts, or Bins at rates set forth in **Exhibit 1**. Commercial Recycling Collection will occur Monday Friday, and on Saturdays upon request.
- 8.03.2 <u>Material Recovery Facility</u>. All Recyclable Materials collected as a result of performing Commercial Recycling Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of a liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.
- 8.03.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart or Debris Box, and that AB 341 requirements are met. The CONTRACTOR shall provide containers as part of the Commercial Recycling Collection Service rates set forth in Exhibit 1, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 8.03.4 Additional Recycling Bins or Carts. CONTRACTOR shall provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients within five (5) days of request at the Commercial Recycling Collection Service rates set forth in **Exhibit 1**.
- 8.03.5 Recycling Improper Procedure. If Recyclable Materials are contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Recyclable Materials. The Recyclable Materials shall then be collected and the Commercial Refuse shall be left in the Recycling Bin, Cart or Debris Box along with a Non-collection Notice of why the Refuse is not considered a Recyclable Material. However, in the event the Recyclable Materials and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Recycling Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Recycling Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for

December 9, 2013

setting out Recyclable Materials. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Recyclable Materials as part of the next regularly scheduled Commercial Refuse Collection.

- 8.03.6 Recycling Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.
- 8.03.7 Recycling Option to Process. In lieu of providing, or to augment source separated Commercial Recycling Collection Service, CONTRACTOR may elect to Process the entire contents of Containers collected from Commercial Service Units at a Material Recovery Facility; however, all requirements of AB 341 must be adhered to.
- 8.04 <u>Commercial Green Waste Service</u>. This service will be governed by the following terms and conditions:
- 8.04.1 Conditions of Service. The CONTRACTOR shall provide Commercial Green Waste Collection Service to all Commercial Service Units in the Service Area whose Green Waste materials are properly containerized in Green Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Green Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Green Waste Collection Service Rates specified in **Exhibit 1** Commercial Green Waste Collection will occur Monday Friday, and on Saturdays upon request and as necessary.
- 8.04.2 Organic Waste Processing Facility. All Green Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.
- 8.04.3 <u>Size and Frequency of Service</u>. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Green Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 8.04.4 Additional Green Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Green Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.
- 8.04.5 . <u>Green Waste Improper Procedure</u>. If Green Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate

December 9, 2013

the Commercial Refuse from the Green Waste. The Green Waste shall then be collected and the Commercial Refuse shall be left in the Green Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Green Waste is not collected. However, in the event the Green Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Green Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Green Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Green Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Green Waste as part of the next regularly scheduled Commercial Refuse Collection and dispose of it at the Disposal Facility.

- 8.05 <u>Green Waste Changes to Work.</u> Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Green Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.
- 8.06 <u>Commercial Food Waste Service</u>. This service will be governed by the following terms and conditions:
- 8.06.1 <u>Conditions of Service</u>. The CONTRACTOR shall provide Commercial Food Waste Collection Service to all Commercial Service Units in the Service Area whose Food Waste materials are properly containerized in Food Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Food Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Food Waste Collection Service Rates specified in **Exhibit 1** Commercial Food Waste Collection will occur Monday Friday, and on Saturdays upon request and as necessary.
- 8.06.2 Organic Waste Processing Facility. All Food Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.
- 8.06.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Food Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 8.06.4 Additional Food Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Food Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

December 9, 2013

- 8.06.5 . Food Waste Improper Procedure. If Food Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Food Waste. The Food Waste shall then be collected and the Commercial Refuse shall be left in the Food Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Food Waste is not collected. However, in the event the Food Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Food Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Food Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Food Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Food Waste as part of the next regularly scheduled Commercial Refuse Collection.
- 8.07 Food Waste Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Food Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.
- 8.08 <u>Commercial Universal Waste Collection Service</u>. This service will be governed by the following terms and conditions:
- 8.08.1 Conditions of Service. The CONTRACTOR shall provide Commercial Universal Waste Collection Service to all Commercial Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each Commercial Service Unit in the Service Area shall be entitled to receive three (3) pickups of Universal Waste Collection Service at no charge.
- 8.08.2 <u>Frequency of Service</u>. Commercial Service Recipients must call at least forty-eight (48) hours in advance to schedule Commercial Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.
- 8.08.3 <u>Maximum Reuse and Recycling</u>. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

8.08.3.1	Reuse as is (where energy efficiency is not compromised)	
8.08.3.2	Disassemble for reuse or Recycling	
8.08.3.3	Recycle	
8.08.3.4	Disposal	

8.08.4 <u>CITY Direction of Universal Waste</u>. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

December 9, 2013

- 8.09 <u>Commercial Debris Box Collection Service</u>. Upon request of a Commercial Service Unit, CONTRACTOR shall provide a Commercial Debris Box Collection Service on a temporary basis or permanent basis.
- 8.09.1 Debris Boxes shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.
- 8.09.2 Charges for Debris Boxes shall be in accordance with **Exhibit 1** of this Agreement.
- 8.09.3 The CONTRACTOR shall provide Commercial Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Boxes in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.
- 8.09.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box without CONTRACTOR information or with any graffiti visible on the Debris Box.
- 8.10 Commercial Audits and Recycling Technical Assistance. CONTRACTOR will conduct initial and ongoing commercial recycling opportunity assessments for MFD Service Recipients and Commercial Service Recipients and for City Facilities to ensure recycling opportunities are utilized and Food Waste customers are identified and enrolled. CONTRACTOR will provide MFD Service Recipients and Commercial Service Recipients with recycling technical assistance, such as on-site employee and tenant training.

ARTICLE 9. CITY Collection Services

CONTRACTOR has offered to donate the following services as corporate good will, and such provisions of donated services shall have no rate impact of any kind to the CITY, or to any SFD, MFD, or Commercial Service Recipient.

9.01 CITY Collection Services.

- 9.01.1 CONTRACTOR shall provide Refuse, Recycling, Green Waste, Food Waste, and Debris Box Collection Service to City Service Units as deemed necessary and as determined between the CONTRACTOR and the CITY, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the CITY and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the CITY. CONTRACTOR shall offer Carts in 64 and 96 gallon Cart sizes and Bins in 1 6 cubic yard sizes. CONTRACTOR shall not charge for Collection of Recyclable Materials or Green Waste collected in Carts or Bins. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste needs to be placed outside the Bin, Cart or Debris Box. City Service Units are listed in **Exhibit 2**.
- 9.01.2 <u>Public Containers Collection</u>. CONTRACTOR shall provide Collection, transporting and disposal or processing service to those public Refuse or Recycling containers in place or placed by the CITY, or as designated by the CITY, and other CITY properties during the term of this Agreement. Frequency of Collection shall be no less than three (3) days per

week per Container on Monday, Wednesday and Friday. Contractor shall also collect any spilled waste or litter within a five (5) foot radius of any public containers.

- 9.01.3 Accessibility. CONTRACTOR shall collect all Carts, Bins and Debris Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of CITY Collection Services. Push services shall include, but not be limited to, dismounting from the collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.
- 9.01.4 <u>Notification</u>. The CONTRACTOR will notify the City Representative daily, by Fax and e-mail, of all situations that prevent or hinder Collection from any City Service Unit, unless otherwise directed by CITY.
- 9.01.5 <u>City Sponsored Events</u>. CONTRACTOR shall provide Collections Services at CITY-sponsored events as requested by CITY. Such services shall be provided in such a manner that all Collection, processing and disposal needs, and related staff support and public education materials for the event are adequately and properly provided for by CONTRACTOR. City Sponsored Events are set forth on **Exhibit 4**, attached to and included in this Agreement.
- 9.01.5.1 Regardless of CONTRACTOR providing services, all CITY events will be attended by CONTRACTOR personnel in order to work more closely with The City to create more awareness and to educate the residents and businesses about the importance of recycling.
- 9.02 <u>Used Motor Oil Collection</u>. Upon request by the CITY, CONTRACTOR shall collect any Used Motor Oil from the City's public works yard.
- 9.03 <u>Holiday Tree Debris Boxes</u>. For the two (2) weeks commencing December 26th, CONTRACTOR shall provide up to three (3) Debris Boxes (as determined by the City Representative) at locations designated by the City Representative for the drop-off of Holiday Trees.

ARTICLE 10. Charges and Rates

- 10.01 CONTRACTOR Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Service Recipients an amount not to exceed the Maximum Service Rates set by CITY resolution and attached in **Exhibit** 1 to this Agreement and as may be adjusted under the terms of this Agreement. The CITY shall approve the format for all Customer bills.
- 10.01.1 <u>Partial Month Service</u>. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be prorated based on the weekly service rate (the weekly service rate shall be the service rate established in **Exhibit 1** divided by four (4) times the number of actual weeks in the month that service was provided to the Service Unit.
- 10.01.2 <u>Production of Invoices for Service Units Utilizing Carts.</u> The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Carts received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with the City's current utility billing schedule, in which customers are billed in arrears, every two months. The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the end of the 2nd

December 9, 2013

month of the period for which service is being billed. Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date.

- 10.01.3 <u>Production of Invoices for Service Units Utilizing Bins.</u> The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Bins received under this Agreement in advance but no less than twelve (12) times per year. The CONTRACTOR may invoice the Service Recipient no less than ten (10) days preceding the month for services for which service is being billed.
- 10.01.4 <u>Production of Invoices for Debris Box Collection Service.</u> The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Debris Box Collection Services received under this Agreement in arrears for services during the prior month. Customers utilizing Debris Box Collection Services may be invoiced upon completion.
- 10.01.5 <u>City Provided Billing Inserts.</u> CITY may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to SFD, MFD and Commercial Customers for Collection Services. CONTRACTOR shall not charge the CITY for the inclusion of additional educational or other materials in the invoices.
- 10.01.6 <u>Methods of Payment</u>. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service or automatic withdrawal from bank account. On-line (E-Pay) bill methods shall be password protected and comply with federal regulations protecting the privacy of Customer credit information. CONTRACTOR shall provide evidence of such security certifications and advise the CITY of CONTRACTOR'S security measures implemented for on-line payment.
- 10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due. The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting delinquent accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to delinquent accounts. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, and reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment. CONTRACTOR may not discontinue providing Refuse Collection Services.
- 10.02 Adjustments to CONTRACTOR'S Maximum Service Rates. CONTRACTOR'S Maximum Service Rates are as specified in **Exhibit 1** of this Agreement, and are firm and fixed through June 30, 2015. CONTRACTOR shall not be entitled to any compensation that is not listed in **Exhibit 1**. On or after July 1, 2015, and each subsequent July 1st, CONTRACTOR'S Maximum Service Rates shall be adjusted as follows:
- 10.02.1 <u>Financial Information</u>. On or before April 1, 2015, and annually thereafter during the term of this Agreement, CONTRACTOR shall make available to CITY audited copies of the financial information required under Article 16.01.1 for the specific services performed under this Agreement for the preceding Agreement Year. If CONTRACTOR fails to make available the financial information by April 1st, it is agreed that CONTRACTOR shall be deemed to have waived the CPI rate adjustment for that year.

January 19, 2021

- 10.02.1.1 Where the financial information made available by the CONTACTOR is marked "Confidential", the CITY will take reasonable measures, subject to the requirements of applicable law, to prevent the dissemination of the financial information to third parties, and will promptly notify CONTRACTOR upon receipt of a request by a third party under the Public Records Act to review or obtain such financial information.
- 10.02.1.2 If CONTRACTOR'S failure to make available the financial information required under Article 10.02.1 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY, the CITY, at its sole discretion, may consider the request for the CPI rate adjustment.
 - 10.02.2 Adjustments Using the Consumer Price Index (CPI).
- 10.02.2.1 <u>Adjustments.</u> On April 1, 2015 and each April 1st thereafter, using one-hundred percent (100%) of the twelve (12) month average percentage change in the CPI between December of the most recent year to December of the prior year, CONTRACTOR shall apply the percentage change to approved current Maximum Service Rates and submit the CONTRACTOR'S request for an adjustment in the Maximum Service Rates to the CITY in the same form as **Exhibit 1**.
- 10.02.2.2 <u>Rounding</u>. Annual adjustments shall be made only in units of one cent (\$0.01) and shall not result in a decrease to the rates currently in effect. Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.
- 10.02.3 <u>CITY Approval of Maximum Service Rates.</u> As of April 1, 2015, and annually thereafter during the term of this Agreement, the CITY Representative shall notify CONTRACTOR of the adjustments to the affected Maximum Service rates to take place on the subsequent April 1st. CITY shall take action on the any changes in the Maximum Service Rates in accordance with the CITY'S municipal code.
- 10.03 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, and such other fees as may be specified in this Article 10.03. Payment to the CITY shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Receipts collected during the preceding month in sufficient detail to allow for an independent recalculation of payments.
- 10.03.1 <u>Franchise Fee.</u> The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Agreement. The franchise fee percentage shall be ten percent (10%) unless otherwise adjusted by the CITY. In the event that the CITY adjusts the franchise fee percentage, the maximum service rates will also be adjusted to incorporate any such changes in the franchise fee percentage.
- 10.03.2 No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred

in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

- agrees that no extraordinary adjustment shall occur or rate adjustment be provided unless and only if changes to local, State, or Federal regulations or laws occurring on or after February 15, 2014 result or will result in additional costs exceeding the CPI for the fee or additional service required under the legislative or regulatory change, or different services to be provided by CONTRACTOR which are not otherwise covered by the terms and conditions in Article 25 and have directly resulted or will result in changes to CONTRACTOR'S operations and have caused or will cause CONTRACTOR'S total operation costs to increase. The CITY may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the CONTRACTOR'S request for extraordinary adjustment and make its determination. The CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the CITY. Any such change will be implemented within an agreed upon time between the CITY and CONTRACTOR.
- 10.03.4 Reimbursement of Fees. As specified in the CITY'S Request for Proposals dated July 22, 2013, The CONTRACTOR shall reimburse the CITY the following amounts:
- 10.03.4.1 Within 30 days after execution of the Agreement award, a one-time payment of **One Hundred and Fifty Thousand Dollars (\$150,000)** for the cost of procuring Collection Services.
- 10.03.4.2 No later than February 15, 2014, and annually thereafter during the term of this Agreement, CONTRACTOR shall submit an annual Contract Management Fee to the City, or the City's designated contractor in the amount of **Fifty Thousand Dollars (\$50,000)**. Beginning February 15, 2015, this amount shall be increased annually at the same percentage change as adjustments to the Maximum Service Rates as specified in Section 10.02.
- 10.03.5 <u>Transition Fee.</u> CONTRACTOR shall pay an amount not to exceed **Sixty Thousand Dollars (\$59,100)** for transition assistance to the CITY'S designated transition assistance contractor. Such payment shall be based on monthly invoices submitted directly to CONTRACTOR by the CITY'S designated transition contractor. Transition assistance shall end on July 30, 2014, unless extended by mutual agreement between the CITY and CONTRACTOR.

ARTICLE 11. Collection Routes

- 11.01 <u>Collection Routes</u>. Sixty (30 days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining collection routes, together with the days and the times at which collection shall regularly commence. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.
- 11.02 <u>Subsequent Collection Route Changes</u>. The CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY. The CONTRACTOR shall not implement any route changes to SFD Service

December 9, 2013

Recipients without the prior review of the City Representative. If the route change will change the collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

11.02.1 <u>Collection Route Audits</u>. The CITY reserves the right to conduct audits of CONTRACTOR'S collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City Representative to conduct such audits.

ARTICLE 12. Collection Vehicles

- 12.01 <u>General Provisions</u>. All collection vehicles used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. At the start of this Agreement, all route collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall be new 2013/2014 manufactured vehicles or refurbished vehicles as specified in **Exhibit 11**.
- 12.02 Vehicle Registration, Licensing and Inspection. On or before January 1, 2014 and upon request by the CITY thereafter during the term of this Agreement, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of the CONTRACTOR'S collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements. Each vehicle shall comply, at all times, with all applicable statutes, laws or ordinances of any public agency. Routine inspections by the California Highway Patrol will be required bi-annually and certificates for said inspection shall be filed with the CITY upon request.
- 12.03 <u>Clean Air Vehicles</u>. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its collection vehicles to be in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control
- 12.04 <u>Fuel Type</u>. CONTRACTOR shall utilize compressed natural gas (CNG) as the fuel type for all its collection vehicles, and CNG, bio-diesel or hybrid electric for all its support vehicles.
- 12.05 Global Positioning Systems (GPS). CONTRACTOR shall provide all route collection vehicles equipped with fully functioning on-board GPS with direct and real-time linkages to CONTRACTOR's Customer service system.
- 12.06 <u>Vehicle Noise Level</u>. All Collection operations shall be conducted as quietly as possible and must comply with U.S. EPA noise emission regulations currently codified at 40 CFR Part 205, and other applicable State, County, and City noise control regulations.

December 9, 2013

- 12.07 <u>Safety Equipment</u>. All collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All collection vehicles shall be equipped with audible back-up warning devices and back-up warning devices.
- 12.08 Vehicle Signage and Painting. Collection vehicles shall have signage in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle that clearly states the CONTRACTOR'S name, the CONTRACTOR'S Customer service telephone number and the number of the vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the City Representative.
- 12.09 <u>Vehicle Maintenance</u>. CONTRACTOR shall maintain collection vehicles in a clean condition and in good repair at all times and ensure that no Collected materials, oil, grease, or other substances will blow, fall out, escape or leak out of the vehicle, with the exceptions of vehicle emission. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all collection vehicles at least once a week.
- 12.10 <u>Maintenance Log.</u> CONTRACTOR shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of City Representative, and shall show, at a minimum, each vehicles' CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.
- 12.11 Equipment Inventory. On or before January 1, 2014, and January 1st annually thereafter, CONTRACTOR shall provide to CITY an inventory of collection vehicles and major equipment used by CONTRACTOR for collection or transportation and performance of services under this Agreement. The inventory shall indicate each collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance status. CONTRACTOR shall submit to the City Representative, either by Fax or e-mail, an updated inventory annually to the CITY or more often at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all collection vehicles meet the requirements of this Agreement.
- 12.12 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

ARTICLE 13. Customer Service

13.01 <u>Customer Service Program</u>. CONTRACTOR shall develop, implement, and maintain a Customer Service Program approved by the CITY to ensure that all services

provided under this Agreement are provided a high quality. CONTRACTOR'S Customer Service Plan is attached as **Exhibit 9** of this Agreement.

- 13.02 <u>CONTRACTOR'S Office</u>. The CONTRACTOR shall maintain an office that provides toll-free telephone access to residents and businesses of the CITY and is staffed by trained and experienced Customer Service Representatives (CSRs). Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on regularly scheduled Work Days (Monday through Friday) and when service is scheduled to be provided on Saturdays. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning.
- 13.03 <u>City Hall Billing Kiosk</u>. The CONTRACTOR shall provide a CSR, at City Hall, to assist in billing related inquiries, accept customer payments, and provide any other assistance to CITY or customers beginning January 15, 2014 and ongoing through the term of this agreement. CONTRACTOR may rent a full workstation from CITY at a rate mutually agreed upon by CONTRACTOR and CITY. The CSR shall be at City Hall during normal CITY business days and office hours on a work schedule mutually agreed upon by CONTRACTOR and City.
- 13.04 <u>Emergency Contact</u>. The CONTRACTOR shall provide the City Representative with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours with a two (2) hour response time.
- 13.05 <u>Multilingual/TDD Service</u>. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may reasonably direct. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.
- 13.06 <u>Service Recipient Calls.</u> During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least ten (10) incoming calls at one (1) time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a Customer service log.
- 13.06.1 Response to Calls. All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S Customer service representative shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.
- 13.07 <u>Website</u>. CONTRACTOR shall develop and maintain a state-of-the-art website "San Fernando Recycles" dedicated to services provided in the CITY that is accessible by the public. The web site shall include answers to frequently asked questions, rates for Collection Services, listing and description of Recyclable Materials and Organic Waste, Collection Service

schedules and maps, and other related topics. CONTRACTOR shall arrange for the CITY'S website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR'S website. The CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes. CONTRACTOR's website shall also promote reuse and recycling and other materials as requested by the CITY. The CITY shall review and approve CONTRACTOR'S website.

ARTICLE 14. Public Outreach Services

- 14.01 Public Outreach Services. CONTRACTOR, at its own expense, shall prepare. submit and implement an annual (Agreement Year) Public Education and Outreach Plan that incorporates key features of CONTRACTOR'S Public Education Plan (Exhibit 6). proposed action plans must be submitted annually for CITY approval no later than April 1, 2015, and no later than April 1st each Agreement Year thereafter. The program must include a specific steps designed to increase diversion and participation, for the City's residents, businesses, and Public Schools. Campaigns should target certain diverted materials or "problem" areas of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the City Representative and CONTRACTOR staff. CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as mailers, flyers and newsletters, for the CITY to include announcements, community information, articles, and photographs. The Public School campaigns shall correspond with the school year and should target student, faculty and staff participation in the diversion of Recyclable Materials.
- 14.02 <u>Community Involvement</u>. In consideration of the rights granted by this Agreement, CONTRACTOR has agreed to and shall provide the following community services:
- 14.02.1 <u>Earth Day Tree Event</u>. CONTRACTOR shall donate at least 100 trees per year in the City as part of the Tree City USA activities. Contractor will work closely with CITY staff to provide readily available oak trees or select the most appropriate tree types and specifications for planting within the City.
- 14.02.2 <u>Garden Project Support.</u> CONTRACTOR will provide to CITY expertise and resources in planned San Fernando garden projects, streetscape projects, and designated tree focus areas throughout the following procedures: Soil technicians will gather solid samples from growing areas designated by CITY and send them to a state-certified lab for analysis and resting; laboratory results will be forwarded to a listed PCA Agronomist to provide written recommendations for improving soil quality and matching soil quality (fertility, organics, ph, etc.) to appropriate plantings. As a follow up petiole (leaf) samples will be analyzed at a State-certified lab to verify that the plant is healthy and receiving all nutritional components. All of the above mentioned activities and services will be funded at Contractors expense.
- 14.02.3 <u>Special Event Support</u>. CONTRACTOR will provide, at no charge to the CITY, Debris Boxes and Bins at CITY sponsored special events that may arise during the term that are in addition to the events identified in **Exhibit 5**.
- 14.02.4 <u>Education Packets</u>. CONTRACTOR will provide education packets, including but not limited to Recycling Rosie Curriculum and availability and content of a once annual Republic recycling assembly for grades preschool through Grade 3, for all private and public elementary schools in San Fernando, to increase awareness of and support for the

residential recycling program, as well as to increase understanding of the benefits of recycling and the cyclical nature of the environment. Contractor will completely fund the design and printing of these packets and distribute them annually to teachers with additional information available for download from CONTRACTORS website.

- 14,02.5 Compost and Woodchips Delivery. As needed and identified by CITY staff, CONTRACTOR will annually provide compost and woodchips for City sites such as local parks, and planned City garden projects. Contractor will also donate compost and wood chips annually to San Fernando schools based on needs identified by school maintenance and landscape staff. In some cases, these donations will be linked with LAUSD and State Education Department Garden programs.
- 14.03 Recycling Coordinator / CSR. CONTRACTOR will provide for the equivalent one (1) full-time Recycling Coordinator / CSR dedicated to the CITY. CONTRACTOR may use an Approved Subcontractors as listed in **Exhibit 4** to perform some or all the duties normally assigned to the Recycling Coordinator.
- 14.04 <u>Cesar Chavez Scholarship Program.</u> CONTRACTOR will fund and run an annual scholarship program for college-bound high school seniors, with up to \$1,000.00 for each recipient.
- 14.05 <u>Neighborhood Watch Clean-up Events.</u> CONTRACTOR will team with local police department and/or other organizations and City departments to assist in running Neighborhood Watch Clean-up Events. Field-trips. CONTRACOR will conduct regular field trips for all students, residents, business owners and seniors at its local facilities, including its new education center at Sunshine Canyon Landfill.
- 14.06 Residential Star and Community Zone Recycling Rewards Program. CONTRACTOR will develop a My Republic Residential Star Rewards Program for CITY residents that incentivizes recycling and provides a total reward amount estimated to be \$3,500.00 annually to be provided as gift cards to be used in San Fernando businesses. In addition, CONTRACTOR will also organize a Community Zone Recycling Rewards Program that will provide a total of \$1,000 for local charities based each Community's Zones that recycles the most material per Agreement Year. CONTRACTOR and CITY will agree on the Community Zones. The value of the Recycling Rewards Program is estimated to reach \$5,000 annually.
- 14.07 <u>Books Recycling Programs.</u> CONTRACTOR shall promote and provide Books Recycling Programs as specified in **Exhibit 6**.
- 14.08 Annual Large Green Waste Shred Day Events. CONTRACTOR shall sponsor and conduct One (1) Annual Large Green Waste Shred Day Event each Agreement Year. The Annual Shred Day will allow the CITY and Customers shredding services for Large Green Waste. The CITY and CONTRACTOR shall work together to coordinate the Annual Large Green Waste Shred Day Event on a date, time, and terms with the Quarterly Community Dropoff Events and the Annual Paper Shred Day Events.
- 14.09 <u>Semi-Annual Paper Waste Shred Day Events.</u> CONTRACTOR shall sponsor and conduct two (2) Annual Paper Shred Day Events each Agreement Year. The Annual Paper Shred Day will allow the CITY and Customers shredding services for personal documents. The CITY and CONTRACTOR shall work together to coordinate the Annual Paper Shred Day Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Quarterly Community Drop-off and Compost Donation Events.

December 9, 2013

- 14.10 Quarterly Community Drop-Off and Compost Donation Events. CONTRACTOR will conduct quarterly drop off events where residents may drop off Bulky Waste, Universal Waste, reusable clothing, E-waste, or Green Waste. CONTRACTOR will provide compost to residents during these events. CONTRACTOR will coordinate with local charities and non-profit groups for the use of any usable items dropped off at the events. CITY and CONTRACTOR shall work together to coordinate the Quarterly Community Drop-off and Compost Donation Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Annual Paper Shred Day Events.
- 14.11 Los Angeles Unified School District (LAUSD) Education and Outreach. CONTRACTOR will extend education and outreach curriculum to all schools in CITY, including non-LAUSD schools, as specified in **Exhibit 6**.
- 14.12 <u>Backyard Compost and Worm Bin Promotion.</u> CONTRACTOR will promote backyard composting and underwrite 50 percent of the cost of compost and worm bins for CITY residents. CONTRACTOR will provide a minimum of two (2) Composting Workshops per year, as specified in **Exhibit 7**.
- 14.13 Ongoing Diversion and Education Program Management. CONTRACTOR will incorporate a monthly program management report which will include a timetable for implementation of diversion and education and outreach program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key initiatives.
- 14.14 Local Vendors. To the extent possible, CONTRACTOR will utilize local San Fernando vendors to purchase good and services such items such as printing, and vehicle parts, and fuel.
- 14.15 <u>Use of CITY CNG Fuel Station</u>. To the extent possible and when available, CONTRACTOR will utilize the CITY's CNG fuel station to fuel CONTRACTOR's collection vehicles. The cost of fuel will be negotiated between the CITY and CONTRACTOR and/or will not exceed CONTRACTOR's then current fuel charge.
- 14.16 Annual Collection Service Notice. Each Agreement Year during the term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Service Units regarding the SFD Collection Service, to all MFD Service Units regarding MFD Collection Service, and to all Commercial Service Units regarding Commercial Collection Service. To the extent appropriate, based on the category of Customer receiving the notice, it shall contain at a minimum: definitions of the materials to be collected, procedures for setting out the materials, Collection and disposal options for unacceptable materials such as Hazardous Waste, maps of the Service Area indicating the day of the week that Collection Service will be provided, and the CONTRACTOR Customer service phone number and website address. The notice shall be provided in English, and other languages as reasonably directed by the CITY, and shall be distributed by the CONTRACTOR no later than November 1st each Agreement Year.
- 14.17 <u>Additional Programs and Services</u>. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the City Representative. In the event the CONTRACTOR and the City Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

- 14.18 News Media Relations. CONTRACTOR shall notify the City Representative by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the City Representative.
- 14.18.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.
- 14.18.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

ARTICLE 15. Emergency Service Provisions

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 to this Agreement provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Representative.

ARTICLE 16. Record Keeping & Reporting Requirements

16.01 Record Keeping.

16.01.1 <u>Accounting Records.</u> CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. Gross Receipts derived from provision of the Collection Services shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

16.01.2 <u>Contractor Payments to the City</u>. CONTRACTOR shall maintain records of all payments made to the CITY for all items listed in Article 10.03.

December 9, 2013

- 16.01.3 <u>Tonnage Records.</u> CONTRACTOR shall maintain records of the quantities of (i) Refuse, Recyclable Material, and Green Waste and Food Waste collected, processed, composted, and disposed under the terms of this Agreement, and (ii) Recyclable Materials and Green Waste and Food Waste, by material type, purchased, sold, donated or given for no compensation, and residue disposed.
- 16.01.4 <u>Records.</u> CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 16 or elsewhere in the Agreement.
- 16.02 Reporting Requirements. Monthly Reports shall be delivered to the City Representative no later than fifteen (15) calendar days after the end of the prior month. Quarterly reports shall be submitted to the City Representative no later than fifteen (15) calendar days after the end of the reporting quarter and annual reports shall be submitted to the City Representative no later than thirty (30) days after the end of each preceding calendar year. Monthly, quarterly and annual reports shall be submitted in hard copy, and shall be provided electronically via e-mail, or a compact disc using software acceptable to the CITY. Reports shall be submitted in a format mutually agreed upon between the CITY and CONTRACTOR.

16.02.1 Monthly Reports.

- 16.02.1.1 <u>CONTRACTOR Payments to the City.</u> CONTRACTOR shall report all payments made to the CITY as specified in Article 10.03, and CONTRACTOR'S Gross Revenues received delineated by SFD, MFD, Commercial, and City Collection Service.
- 16.02.1.2 <u>Collection Service Census Data</u>. CONTRACTOR shall deliver to CITY, Collection Service census data for all Service Units and shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.
- 16.02.1.3 <u>Tonnage Data</u>. CONTRACTOR shall deliver to CITY a listing of the actual tonnage collected, disposed, recycled, composted, and residue for the preceding month sorted between SFD, MFD Commercial and CITY Service Units, and between Debris Box Containers and all other containers to the extent practical.
 - 16.02.2 Quarterly Reports. Quarterly reports to the CITY shall include:
- 16.02.2.1 Refuse Data. The number of SFD, MFD, CITY and Commercial Service Units and the number of Refuse Bins, Carts, Debris Boxes and Compactors by size and Service Unit type. A listing of the tonnage from all Collection Services, including Bulky Waste Collection Service, collected, diverted and disposed by the CONTRACTOR at the Disposal Facility for the preceding quarter sorted between SFD, MFD, Commercial and City Service Units. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.
- 16.02.2.2 Recycling Data. The number of gross tons collected by material type for SFD, MFD, City and Commercial Recycling Collection Service, including Recyclable Materials collected as part of Bulky Waste Collection Service, for the preceding quarter. Indicate, by material type (and grade where appropriate), quarterly total of Recyclable Materials processed and sold including facility name and location, average price received per Ton and total Recycling Revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

December 9, 2013

- 16.02.2.3 <u>Green Waste Data</u>. The number of gross tons collected for SFD, MFD, City and Commercial Green Waste Collection Service, including Green Waste collected as part of Bulky Collection Service, for the preceding quarter. Indicate the number of Green Waste Bins, Carts, Debris Boxes, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.
- 16.02.2.4 <u>Food Waste Data</u>. The number of gross tons collected for MFD, City and Commercial Food Waste Collection Service, for the preceding quarter. Indicate the number of Food Waste Carts, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.
- 16.02.2.5 <u>Public Education and Information Activities.</u>
 CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on Recycling and Organic Waste program participation and provide details of events and activities planned for the next period.
- 16.02.2.6 <u>Processing and Marketing Data</u>. Recycling, Green Waste and Food Waste processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD, MFD, Commercial and CITY programs.
- 16.02.2.7 <u>Customer Service Data.</u> A summary narrative of praises, complements, and problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, and publicity conducted and need for publicity. A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pickups and responses to such calls.
- 16.02.2.8 Operational Problems and Actions Taken. Indicate instances of property damage or injury, poaching or scavenging, significant changes in operation, market factors, and publicity conducted and need for publicity. Include description of Organic Waste or Recyclable Materials loads rejected, reason for rejection and disposition of load after rejection.
- 16.02.2.9 <u>Customer Base Data</u>. CONTRACTOR shall provide, Customer base data consisting of the number of SFD, MFD, and Commercial Service Units billed, and City Collection Services sorted by service type, container size, number of containers, and frequency of Collection.
- 16.02.2.10 <u>Summary of Historical and Proposed Activities</u>. CONTRACTOR shall provide a narrative of activities undertaken during the month and those planned or proposed for the upcoming quarter.
- 16.02.2.11 <u>Summary of Contractor Payments to the City</u>. A summary of all payments made to the CITY as specified in Article 10.03, for the reporting period.
- 16.02.3 <u>Annual Reports</u>. The annual report submitted to the CITY shall include all quarterly reports in Articles 16.02.2.1 through 16.02.2.11 summarized by quarter and

December 9, 2013

averaged for the calendar year. For all annual reports beginning with the report for the second Agreement Year, the CONTRACTOR shall also include a historical comparison of the last calendar year and the average of all calendar years.

- 16.02.3.1 <u>Gross Revenues and Franchise Fees</u>. A summary of the prior year's Gross Revenues received and franchisee fees paid broken down by SFD, MFD and Commercial Service Units.
- 16.02.3.2 <u>Account Data.</u> Account data for SFD, MFD, Commercial Service Units and City Service Units including the total number of accounts serviced, and the number of accounts, account names and addresses of Collection locations per each service category.
- 16.02.3.3 <u>Equipment Inventory</u>. Updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection containers by type and size.
- 16.02.3.4 <u>Public Education and Information Activities</u>. Public education and information activities undertaken during the year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provisions of services.
- 16.02.3.5 <u>Summary of Historical and Proposed Activities.</u>
 CONTRACTOR shall provide a narrative of activities undertaken during the year and those planned or proposed for the upcoming year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not and if not why it was added. For those activities that are not being continued, CONTRACTOR shall describe the reason the activity has been discontinued and the activity that is replacing it.
- 16.03 <u>Additional Reporting</u>. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

ARTICLE 17. Nondiscrimination

17.01 <u>Nondiscrimination</u>. In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR'S Customer Service. CONTRACTOR shall at all times provide office staff and office hours, including personnel to answer phones and phone answering capabilities when CONTRACTOR'S office is closed, as specified in Article 13 of this Agreement. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt, courteous, and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the City Representative.

December 9, 2013

- 18.01.1 The CONTRACTOR will utilize a customer service log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.
- 18.01.2 For those complaints related to missed Collections that are received by 12:00 noon on a Work Day, the CONTRACTOR will return to the Service Unit address and collect the missed Carts or Bins before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.
- 18.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Refuse, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be collected as set forth herein regardless of the reason that the Collection was missed. However, in the event a Service Recipient reports missed Collection Service more than two (2) times in any consecutive two (2) month period the City Representative will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the City Representative, either by Fax or e-mail. The City Representative will investigate all disputed complaints and render a decision.

ARTICLE 19. Quality of Performance of Contractor

- 19.01 <u>Intent</u>. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent feasible.
- 19.02 <u>Service Supervisor</u>. CONTRACTOR has designated a supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing the designated supervisor CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor to the extent possible. CONTRACTOR shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Representative through the use of a mobile telephone at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.
- 19.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY, and CITY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent

December 9, 2013

reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to CITY, Customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CITY Initial Here			CONTRACTOR Initial Here (as liquidated damages and not as penalty) the following									
CONTRACTOR amounts	agrees	to	pay	(as	liquidated	damages	and	not	as	penalty)	the	following

LIQUIDATED DAMAGES						
Iten	n	Amount				
a.	Failure or neglect to respond to each complaint by the close of the next working day.	\$100 per incident per Service Recipient.				
b.	Failure to maintain equipment in a clean, and sanitary manner not cured within 24 hours of notice from the CITY.	\$100 per incident per day.				
C.	Failure to have a vehicle operator properly licensed.	\$100 per incident per day.				
d.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per day.				
e.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$100 per incident per day.				
f.	Failure to display CONTRACTOR'S name and customer service phone number on collection vehicles.	\$100 per incident per day.				
g.	Failure to collect a missed Collection by close of the next Work Day upon notice to CONTRACTOR.	\$100 per incident per day.				
h.	Failure to repair or replace damaged Carts or Bins within the time required by this Agreement.	\$100 per incident per day.				
i.	Failure to deliver or exchange Carts or Bins within the time required by this Agreement.	\$100 per incident per day.				
j.	Failure to meet vehicle noise requirements.	\$100 per incident per day.				
k.	Failure to maintain Collection hours as required by this Agreement.	\$250 per incident per day.				

December 9, 2013

LIQ	UIDATED DAMAGES			
Iten	1	Amount		
l.	Failure to offer and provide adequate processing capacity of Recyclable Materials and Organic Waste for MFD and Commercial Service Units.	\$250 per incident per day.		
m.	Failure to have CONTRACTOR personnel in proper uniform.	\$250 per incident per day.		
n.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel within 30 days of agreed on repair.	\$500 per incident per location.		
0,	Failure to repair damage to CITY property caused by CONTRACTOR or its personnel within 30 days of agreed repair.	\$500 per incident.		
p.	Failure to repair damage to City Streets directly caused by CONTRACTOR beyond normal operating wear and tear within 30 days of agreed repair.	\$500 per incident and the actual cost of repair to CITY'S satisfaction — no cost to CITY.		
q.	Failure to clean up spillage or litter caused by CONTRACTOR within 24 hours.	\$500 per incident per location.		
r.	Failure to properly cover materials in collection vehicles.	\$500 per incident.		
S.	Changing residential Collection days without proper notification to the City Representative.	\$500 per incident per day.		
t.	Commingling Refuse with Recyclable Materials.	\$500 per incident.		
u.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Materials or Organic Waste.	\$500 per day.		
٧.	Disposal of Recyclable Materials or Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	\$500 per load.		
w.	Failure to deliver any Collected materials to the CITY approved Disposal Facility, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.			
Х.	Delivery to the Disposal Facility of any Refuse collected outside of the City boundaries of San Fernando commingled with that collected as part of this Agreement.	\$5,000 each delivery.		

LIQUIDATED DAMAGES				
Item		Amount		
у.	Commingling of Refuse materials collected inside and outside the City of San Fernando.	\$1,000 per incident.		
Z.	Failure to meet minimum annual Diversion Guarantee	The current disposal cost/ton for each ton under the diversion guarantee.		
aa.	Failure to meet minimum annual Diversion Guarantee for two consecutive years.	May result in the denial of an extension to this Agreement.		
bb.	Failure to provide Sharps in the manner set out in this Contract.	\$150 per incident per day		

- 19.04 <u>Procedure for Review of Liquidated Damages</u>. The City Representative may assess liquidated damages pursuant to this Article on a monthly basis. At the end of each month during the term of this Agreement, the City Representative may issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.
- 19.04.1 The assessment shall become final unless, within thirty (30) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Representative to present evidence that the assessment should not be made.
- 19.04.2 The City Representative shall schedule a meeting between CONTRACTOR and the City Manager or the City Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.
- 19.04.3 The City Manager or the City Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.
- 19.04.4 In the event CONTRACTOR does not submit a written request for a meeting within thirty (30) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than fifteen (15) calendar days following final determination. Or at the sole option of CITY, if monies are owed to CONTRACTOR, CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.
- 19.04.5 CITY'S assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Agreement.
- 19.05 Lockouts. Because it is the intent of this Agreement that CONTRACTOR shall consistently provide the highest level of services to the residents of San Fernando,

December 9 . 2013

CONTRACTOR shall never institute a lockout of any or all of its employees unless CONTRACTOR has previously provided an alternate plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and CITY has approved such alternate plan in writing prior to such lockout being instituted by CONTRACTOR. In addition, CONTRACTOR shall fully defend, indemnify and hold harmless CITY against anything whatsoever related to any such lockout as provided in Article 23 hereof, including but not limited to any claims, proceedings, or suits against CITY relating to any such lockout. Compliance with this Article shall in no way prevent the imposition of liquidated damages pursuant to Articles 19.03 and 19.04 hereof if CONTRACTOR fails to meet the standards or violates any provision as set forth in Article 19.03 a. through z. and aa. hereof.

ARTICLE 20. Billing Audit and Performance Reviews

20.01 Billing Audit and Performance Review

20.01.1 Selection and Cost. In addition to the Performance Review as described in Article 2.01.1, The CITY may conduct two (2) Billing Audit and Performance Reviews ("review") of the CONTRACTOR'S performance during the initial term of this Agreement. The review will be performed by a qualified firm under contract to the CITY. The CITY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from the CONTRACTOR. The CONTRACTOR shall be responsible for the cost of the review up to a maximum of **Seventy-Five Thousand Dollars** (\$75,000.00) for each review.

20.01.2 <u>Purpose</u>. The review shall be designed to meet the following objectives:

20.01.2.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

20.01.2.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to the CITY.

20.01.2.3 Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

20.01.2.4 Verify the diversion percentages reported by the CONTRACTOR.

20.01.3 <u>CONTRACTOR'S Cooperation.</u> CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by the CITY within thirty (30) Work Days. Failure of the CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

20.01.4 <u>Additional Billing Audit and Performance Review</u>. In the event that a review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, the CITY may conduct an additional Billing Audit and Performance Review (in addition to the two (2) reviews already allowed and in addition to the Performance Review described in Article 2.01.1) to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such Additional Billing Audit and Performance Review.

- 20.02 <u>City Requested Program Review</u>. The CITY reserves the right to require the CONTRACTOR to periodically conduct reviews of the SFD and MFD and Commercial Refuse, Recyclable Materials, and Organic Waste Collection programs to assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per Customer, average volume of Green Waste and/or Food Waste per setout per Customer, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by the CONTRACTOR.
- 20.03 Cooperation with Other Program Reviews. If the CITY wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Refuse, Recyclable Materials and Organic Waste collected in the CITY by the CONTRACTOR, the CONTRACTOR shall cooperate with the CITY or its agent(s). CONTRACTOR shall also cooperate with any waste generation studies conducted by the CITY or its agent(s).

ARTICLE 21. Performance Bond

- 21.01 <u>Performance Bond</u>. A performance bond must be furnished by the CONTRACTOR within fifteen (15) calendar days of notification to the CONTRACTOR that that the Agreement has been executed. The CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form with language that is acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Hundred Thousand Dollars (\$500,000.00)**.
- 21.02 <u>Renewal</u>. Beginning April 1, 2015, and each April 1st thereafter, CONTRACTOR shall have the performance bond renewed annually and be executed by a surety company that is acceptable to the CITY; an admitted surety company licensed to do business in the State of California; has an "A:VII" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States.
- 21.03 Letter of Credit. As an alternative to the performance bond required by Article 21.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Article 21.01. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the CITY'S name, and be callable at the discretion of the CITY. Nothing in this Article shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 22. Insurance

- 22.01 <u>Insurance Policies</u>. CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with CONTRACTOR'S performance of work or services under this Agreement. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.
 - 22.02 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:
- 22.02.1.1 Commercial General Liability: Insurance Services Office (ISO) Occurrence Form CG 0001 or, if approved by CITY, Claims Made Form No. CG0 0002. Automobile Liability: Insurance Services Office Form No. CA 0001, code 1 "any auto".

December 9, 2013

- 22.02.2 Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance.
- 22.02.3 Hazardous Waste and Environmental Impairment Liability Insurance.
 - 22.02.4 Employee Blanket Fidelity Bond.
- 22.03 <u>Minimum Limits of Insurance</u>. CONTRACTOR shall maintain insurance limits no less than:
- 22.03.1 Commercial General Liability: **Five Million Dollars** (\$5,000,000.00) combined single limit per occurrence **Ten Million Dollars** (\$10,000,000.00) annual aggregate; including products and completed operations coverage.
- 22.03.2 Automobile Liability: **Three Million Dollars (\$3,000,000.00)** combined single limit per accident for bodily injury and property damage.
- 22.03.3 Workers' Compensation and Employers Liability: Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers Liability insurance with limits of **One Million Dollars (\$1,000,000.00)** per accident.
- 22.03.4 Hazardous Waste and Environmental Impairment Liability: **Three Million Dollars (\$3,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000.00)** policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.
- 22.04 <u>Deductibles and Self-Insured Retention</u>. Any deductibles or self-insured retention must be declared to, and approved by, CITY. CITY shall not withhold approval of any Deductible or Self-Insured Retention amounts where CONTRACTOR can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.
- 22.05 <u>Endorsements</u>. The liability policies are to contain, or be endorsed to contain, the following provisions:
- 22.05.1 The CITY, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; liability arising out of work or operations performed by or on behalf of the CONTRACTOR, including material parts or equipment furnished in connection with such work or operations; and with respect to Hazardous Waste, Pollution and/or Environmental Impairment Liability.
- 22.05.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 22.05.3 The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 22.05.4 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that the CONTRACTOR carries

December 9, 2013

environmental pollution liability coverage for solid waste transported by the CONTRACTOR. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.

- 22.06 <u>Waiver of Subrogation</u> CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- 22.07 <u>Cancellation</u>. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR'S obligations to CITY, its officers, officials, employees, agents or volunteers.

- 22.08 <u>Claims Made Coverage</u>. If General Liability or Hazardous Waste and Environmental Impairment Liability coverage is written on a claims-made from:
 - 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the claims reporting requirements must be submitted to the CITY for review.
- 22.09 Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in California with a current A.M. Best's rating of no less than A:VII. If pollution and/or Environmental Impairment and/or errors and omission coverage are not available from an admitted" insurer, the coverage may be written with the CITY's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher
- 22.10 <u>Verification of Coverage</u>. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 22.11 <u>Subcontractors</u>. CONTRACTOR shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

December 9, 2013

22.11.1 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CITY.

City Representative or His/Her Designee San Fernando City Hall 117 Macneil Street San Fernando, CA 91340

22.12 <u>Modification of Insurance Requirements</u>. The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

ARTICLE 23. Indemnification

23.01 Indemnification of the CITY. CONTRACTOR shall defend, with counsel acceptable to the CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers agents and assignees (indemnities), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the CONTRACTOR, its agents. employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and (iii) the acts of CONTRACTOR, its agents, employees, contractors, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees' negligence.

23.02 The CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR must respond within thirty (30) days to the tender of a claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until final disposition has been made or the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnities.

23.03 <u>Hazardous Substances Indemnification</u>. The CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, protect and hold harmless the CITY, its officers, officials, employees, agents, assigns and any successor or successors to the CITY's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, hazardous materials response mediation and

removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or contactors arising from or attributable to acts or omissions of CONTRACTOR, or its agents, including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes at any place where CONTRACTOR transports, stores, or disposes of Refuse pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend insure, protect, hold harmless and indemnify the CITY from liability.

- 23.04 <u>CalRecycle Diversion Goals</u>. CONTRACTOR agrees to protect, indemnify, hold harmless, and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery ("CalRecycle") if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement.
- 23.05 Maximum Service Rates. CONTRACTOR shall defend, with counsel acceptable to CITY hold harmless, and indemnify CITY, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the CITY's setting of Maximum Service Rates for Collection Services under this Agreement and/or in connection with the application of Article XIIIC and Article XIIID of the California Constitution to the imposition, payment, or collection of Maximum Service Rates and fees for services provided by CONTRACTOR under and/or in connection with this Agreement, provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to the imposition or payment of Solid Waste Fund Administrative Fees, Franchise Fees, or any other amounts payable to CITY under this Agreement.
- 23.06 <u>Separate Counsel</u>. CITY may elect to have separate legal counsel from CONTRACTOR at any time at its sole discretion, and in such case CONTRACTOR will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.
- 23.07 <u>Consideration</u>. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.
- 23.08 <u>Obligation</u>. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 22 above.
- 23.09 <u>Subcontractors</u>. The CONTRACTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth Articles 23.01, 23.02, 23.03, 23.04, 23.05,

- 23.06, 23.07, and Article 22 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the CITY in accordance with this Agreement.
- 23.10 Exception. Notwithstanding Articles 23.01, 23.02 and 23.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, plain, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the CITY its officers or employees.
- 23.11 <u>Damage by CONTRACTOR</u>. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR'S sole cost and expense.

ARTICLE 24. Default of Agreement

- 24.01 <u>Termination</u>. The CITY may cancel this Agreement, except as otherwise provided below in this Article, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 41, upon the happening of any one of the following events:
- 24.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 24.01.1.1 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- 24.01.2 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or
- 24.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or
- 24.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

December 9, 2013

- 24.01.5 In the event that the monies due the CITY under Article 24.01.3 above or an unsatisfied final judgment under Article 24.01.4 above is the subject of a judicial proceeding, the CITY may, at its option call the Performance Bond, or hold the CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the City Attorney; or
- 24.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory conformance with the requirements of Article 20, the service levels prescribed herein, or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Representative relative thereto; provided that said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, the CONTRACTOR shall have the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day the CITY may secure the CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed terminated by the CITY, and the CITY shall retain equipment, records and other property used in providing Collection Services on an interim basis until the CITY has made other suitable arrangements for the provision of Collection Services. which may include award of the Agreement to another contractor. Notwithstanding any other provision in this Agreement to the contrary, CITY's right to take interim possession of, or make use of, any of CONTRACTOR's equipment, including, without limitation, vehicles, Carts, Bins and containers, shall not allow the CITY to assign ownership of such vehicles, Carts, Bins and containers to another contractor and CITY acknowledges that the CONTRACTOR'S lender has a security interest in such equipment.
- 24.01.7 The CONTRACTOR has defaulted, by failing or refusing to deliver Refuse to the CITY's contracted Disposal Facility or the CITY'S contracted Organic Waste Processing Facility without prior written approval by the CITY to use an alternative disposal facility.
- 24.01.8 In the event that the Agreement is terminated, CONTRACTOR shall furnish the CITY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.
- 24.02 <u>Violations</u>. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR regardless of whether the CONTRACTOR has corrected each individual condition of default, the CITY in its sole discretion

determines that the CONTRACTOR shall be deemed a "habitual violator", in which case the CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. A history of liquidated damages imposed pursuant to Article 19 may be used as a basis for deeming the CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of the CONTRACTOR'S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of final written notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

- 24.03 Effective Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.
- 24.04 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, or if CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, or if CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or if CONTRACTOR offers or gives any gift prohibited by CITY administrative policy.
- 24.05 <u>Termination Cumulative</u>. CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
- 24.06 Force Majeure. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by CITY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or any of its subcontractors. Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which

merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

ARTICLE 25. Modifications to the Agreement

25.01 Agreement Modifications and Changes in Law. The CITY and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Refuse, Recyclables, or Organic Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of the CONTRACTOR located within the Service Area; provided, however that the CITY will not amend the Municipal Code in a way that is inconsistent with the Agreement unless compelled to do so by federal or state law. In the event any future change in law, modifications to the CITY Municipal Code, or directed changes by the CITY materially alters the obligations of the CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the CITY and the CONTRACTOR shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

25.01.1 Compensation Adjustments. In the event of a change in laws or regulations of any governmental agency that will require additional or different services to be provided by CONTRACTOR which are not otherwise covered by this Agreement, CONTRACTOR shall provide CITY with a written rate increase request for additional compensation to CONTRACTOR based on such additional or different services. If the proposed rate increase exceeds five percent (5%) and CITY does not agree with such rate increase, CITY, in addition to negotiating with CONTRACTOR may submit the matter to non-binding mediation upon the following terms and conditions in Article 25.06.1.

25.02 <u>City-Directed Changes</u>. CITY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 4 of this Agreement, direction of Refuse to a Disposal Facility other than that originally selected by the CITY, direction of Recyclable Materials or Organic Waste to a processing facility other than that selected by the CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct. CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

January 19, 2021

25.03 <u>Service Proposal</u>. Within thirty (30) calendar days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

	25.03.1	Collection methodology to be employed (equipment, manpower,
etc.).		
	25.03.2	Equipment to be utilized (vehicle number, types, capacity, age,
etc.).		
	25.03.3	Labor requirements (number of employees by classification).
	25.03.4	Type of Carts or Bins to be utilized.
	25.03.5	Provision for program publicity, education, and marketing.
underlyin		Five (5) year projection of the financial results of the program's g statement format including documentation of the key assumptions and the support for those assumptions, giving full effect to the g services.

25.04 CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other services not otherwise contemplated if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

25.05 Monitoring and Evaluation. If the CITY requests, the CONTRACTOR shall meet with the CITY to describe the progress of each new program and other service issues. If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

25.05.1 At each meeting, the CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. The CITY shall have the right to terminate a program if, in its sole discretion, the CONTRACTOR is not cost effectively achieving the program's goals and objectives. Prior to such termination, the CITY shall meet and confer with the CONTRACTOR for a period of up to ninety (90) calendar days to resolve the CITY'S concerns. Thereafter, the CITY may utilize a third party to perform these services if the CITY reasonably believes the third party can improve on CONTRACTOR'S performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

25.06 <u>Dispute Resolution</u>. All disputes relating to service or compensation changes as specified in Articles 25.01, 25.02 or 25.03 of this Agreement shall be resolved by the following procedures:

25.06.1 <u>Mediation</u>. The parties shall first participate in non-binding mediation of any dispute arising under this Agreement (whether contract, tort, or otherwise), as provided hereafter:

25.06.1.1 The party desiring mediation shall first give written notice thereof to the other party to this Agreement, specifying the dispute to be mediated.

December 9, 2013

25.06.1.2 The mediation shall be held at San Fernando, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.

25.06.1.3 At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to negotiate on behalf of the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

ARTICLE 26. Legal Representation

26.01 <u>Acknowledgement</u>. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

ARTICLE 27. Financial Interest

27.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

ARTICLE 28. Contractor's Personnel

- 28.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- 28.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- 28.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.
- 28.01.3 Each driver of a collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

December 9, 2013

- 28.01.4 Each driver of a collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.
- 28.01.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.
- 28.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all collection vehicles.

ARTICLE 29. Exempt Waste

29.01 The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE 30. Independent Contractor

30.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other compensation or benefits, which accrue, to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such compensation or benefits.

ARTICLE 31. Laws to Govern

31.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

ARTICLE 32. Consent to Jurisdiction

32.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Southern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 33. Assignment

33.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately

terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

33.02 The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the City Representative to subcontract such services and the City Representative has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The City Representative shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in **Exhibit 4** to this Agreement are hereby approved by the CITY.

33.03 For purposes of this Article when used in reference to CONTRACTOR. "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

33.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its Refuse, Recyclable Materials and Organic Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Refuse, recycling and Organic Waste management practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

ARTICLE 34. Compliance with Laws

34.01 In the performance of this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of the City of San Fernando.

December 9, 2013

34.02 CITY shall provide written notice to CONTRACTOR of any planned amendment of the CITY Municipal Code that would substantially affect the performance of CONTRACTOR'S services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 35. Permits and Licenses

35.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Representative.

ARTICLE 36. Ownership of Written Materials

36.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Article does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 37. Waiver

37.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies, which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

ARTICLE 38. Prohibition Against Gifts

38.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by the CITY.

ARTICLE 39. Point of Contact

39.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the City Representative.

ARTICLE 40. Conflict of Interest

40.01 CONTRACTOR shall comply with CITY requirements for conflict of interest and will file all required disclosure statements.

December 9, 2013

ARTICLE 41. Notices

41.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

City Representative or his/her designee San Fernando City Hall 117 Macneil Street San Fernando, CA 91340 Telephone: (818) 898-1201

Fax:

(818) 361-7631

E-mail:

As to the CONTRACTOR:

James Pledger, General Manager Republic Services, Sun Valley Division 9200 Glenoaks Blvd, Sun Valley, CA 91352

Telephone: Fax: (818) 683-1616 (310) 323-6063

E-Mail:

jpledgerlll@republicservices.com

- 41.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.
- 41.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent as required above by the end of the Work Day.

ARTICLE 42. Transition to Next Contractor

42.01 In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such containers to a location designated by the City Representative; coordinating Collection of materials set out in

new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

ARTICLE 43. Contractor's Records

- 43.01 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.
- 43.02 CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 43.03 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Representative, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.
- 43.04 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

ARTICLE 44. Entire Agreement

44.01 This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

ARTICLE 45. Severability

45.01 If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 46. Right to Require Performance

46.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 47. All Prior Agreements Superseded

47.01 This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

ARTICLE 48. Headings

48.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

ARTICLE 49. Exhibits

49.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

ARTICLE 50. Representations and Warranties

The CONTRACTOR, by acceptance of this Agreement, represents and warrants the conditions presented in the Article.

- 50.01 <u>Corporate Status</u>. The CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the State of California ("State"). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.
- 50.02 <u>Corporate Authorization</u>. CONTRACTOR has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the CONTRACTOR.
- 50.03 Agreement Will Not Cause Breach. To the best of CONTRACTOR'S knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by CONTRACTOR of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to CONTRACTOR; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.
- 50.04 <u>No Litigation</u>. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided,

December 9, 2013

pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

- 50.04.1 Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;
 - 50.04.2 Adversely affect the validity or enforceability of this Agreement; or
- 50.04.3 Have a material adverse effect on the financial conditions of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR'S performance under this Agreement.
- 50.05 <u>No Adverse Judicial Decisions</u>. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.
- 50.06 <u>No Legal Prohibition</u>. To the best of CONTRACTOR'S knowledge after reasonable investigation, there is no Applicable Law in effect on the date CONTRACTOR signed this Agreement that would prohibit the CONTRACTOR'S performance of its obligations under this Agreement and the transactions contemplated hereby.
- 50.07 <u>CONTRACTORS Statements</u>. The CONTRACTOR'S proposal and other supplemental information submitted to the CITY, which the CITY has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.
- 50.08 <u>CONTRACTOR'S Investigation</u>. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. CONTRACTOR has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.
- 50.09 Ability to Perform. CONTRACTOR possesses the business, professional, and technical expertise to collect, Transport, and Process the Refuse, Recyclable Materials, Organic Waste, and Bulky Waste generated in the CITY. CONTRACTOR possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.
- 50.10 Voluntary Use of Approved Disposal Location and Approved Composting Site. The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facility for the purposes of Disposing of all Refuse collected in the CITY and Approved Composting Site for Composting all Organic Waste collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade notwithstanding any Change in law regarding flow control limitations or any definition thereof.
- 50.11 Recognizing Labor Rights. CONTRACTOR recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their

December 9, 2013

exclusive representative in collective bargaining with the CONTRACTOR. CONTRACTOR agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. CONTRACTOR also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

ARTICLE 51. Effective Date

This Agreement shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of February 15, 2014.

December 9, 2013

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO

Donnel E. Perman

Donald E. Penman Interim City Manager 12/6/3

CONSOLIDATED DISPOSAL SERVICE, LLC

Date

Ronald Krall,

Vice President

400064067

City of San Fernando Business License Number

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No.

Approved by City Council

Approved as to Form:

Rick Olivarez City Attorney Date

Attest:

runa & Clarky 12/6/13

Elena G. Chavez

Date

City Clerk

MAXIMUM SERV	Exhibit 1		RVICES	
Processing / D	isposal Cos	t Per Ton	Facilit	y Name
\$30.00	0/Ton Refuse	e Disposal	Sunshi	ne Canyon Landfi
\$0.00/Ton Processe	ed Recyclabl	e Material	Sun Va	alley Paper Stock
\$44.00 /Ton Prod	cessed Orga	nic Waste	Conse	rvation Station
A. BASE SERVICE - SFD CAR RECYCLING AND ORGANIC WASTE				
STANDARD MONTHLY SOLID	WASTE CO		RATE – BSIDE	\$14.99
B. ADDITIONAL SERVICES – AT CUS	TOMER RE	QUEST		
MONTHLY SOLID WASTE COL	LECTION RA	ATE - BACK	YARD	\$19.99
Additional Curbside	Refuse Cart	(added to L	ine A1)	\$5.00
Additional Backyard	Refuse Cart	(added to L	ine B1)	\$5.00
Additional Curbside Re	cycling Cart	(added to L	ine A1)	\$0.00
Additional Backyard Re	ecycling Cart	(added to L	ine B1)	\$0.00
Additional Curbside Organic	c Waste Cart	(added to L	ine A1)	\$0.00
Additional Backyard Organic	c Waste Cart	(added to L	ine B1)	\$0.00
Additional Cart Exchange	\$5.00	each add	itional car	t/occurrence
Additional Cart Replacement	\$5.00	each add	itional car	t/occurrence
Additional Bags/Lifts Collection in excess of 1 per quarter	\$3.75	each cub	ic yard/ba	g
Additional Large Item Collection	\$5.00	SFD Serv	vice Units	currence (Note have six (6) free eement year)
C. OPTIONAL SERVICE				
Option 1: Food Waste included in Organic Waste Collection	13.4%	Adjustme	nt to line	A1 and B1

MAX	XIMUM SERV		hibit 1b MFD and C	OMMERO	CIAL SERVICES	
	Pro	cessing / Disp	osal Cost Pe	r Ton	Facility Name	
		\$30.00 /T	on Refuse Dis	sposal	Sunshine Cany	on Landfil
	\$0.00/T	on Processed	Recyclable Ma	aterial	Sun Valley Pap	er Stock
	\$	0.00/Ton Proc	essed Mixed \	Waste	N/A	
	\$4	4.00 /Ton Proc	essed Green \	Naste	Conservation S	tation
	\$	65.00 /Ton Pro	cessed Food \	Naste	Community Re	cycling
		REFUSE	COLLECTIO	N		
Container			Collection F	requency		
Size	1X Week	2X Week	3X Week	4X Wee	ek 5X Week	6X Weel
65 Gallon	\$28.27	\$56.55	\$84.82	\$113.0	9 \$141.37	\$169.65
96 Gallon	\$42.21	\$84.82	<u>\$127.23</u>	\$169.6	\$212.05	\$254.46
1 CY	\$84.82	\$169.64	\$254.46	\$339.2	\$424.10	\$508.92
1.5 CY	\$87.32	\$174.65	\$261.97	\$349.3	\$436.62	\$523.94
2 CY	\$89.83	\$179.66	\$269.48	\$359.3	\$449.14	\$538.97
3 CY	\$94.84	\$189.67	\$284.51	\$379.3	\$474.18	\$569.01
4 CY	\$99.84	\$199.68	\$299.53	\$399.3	\$499.21	\$599.05
5 CY	\$104.85	\$209.70	\$314.55	\$419.4	5524.25	\$629.10
6 CY	\$109.86	\$219.71	\$329.57	\$439.4	\$549.29	\$659.14
8 CY	\$115.35	\$230.70	\$346.05	\$461.4	\$576.75	\$692.10
	REC	YCLING COLI	ECTION (60°	% of Refu	se)	
65 Gallon (each additional cart over 2)	<u>\$16.80</u>	\$33.59	\$50.39	\$67.1	8 \$83.94	\$100.78
96 Gallon (each additional cart over 2	<u>\$25.19</u>	\$50.39	<u>\$75.58</u>	\$100.7	<u>\$125.97</u>	\$151.16
1 CY	\$50.89	\$101.78	\$152.68	\$203.5	\$254.46	\$305.35
1.5 CY	\$52.39	\$104.79	\$157.18	\$209.5	\$261.97	\$314.37
2 CY	\$53.90	\$107.79	\$161.69	\$215.5	\$269.48	\$323.38
3 CY	\$56.90	\$113.80	\$170.70	\$227.6	\$284.51	\$341.41

1400			hibit				0		
	MUM SERVICE							- 1	la sa sa sa sa
4 CY	\$59.91	\$119.81		79.72	\$239		\$299.53	3	\$359.43
5 CY	\$62.91	\$125.82	\$18	88.73	\$251	.64	\$314.55	5	\$377.46
6 CY	\$65.91	\$131.83	\$19	97.74	\$263	3.66	\$329.57		\$395.49
8 CY	\$69.21	\$138.42	\$20	07.63	\$276	6.84	\$346.05	5	\$415.26
	BREEN WASTE	FOOD WAS	STE C	OLLEC.	TION (7	5% of	Refuse)		
65 Gallon	\$21.20	\$42.41	\$6	3.61	\$84	.82	\$106.03	3	\$127.24
96 Gallon	<u>\$31.81</u>	\$95.42	\$9	95.4 <u>2</u>	\$127	7.23	\$159.04	1	\$190.84
1 CY	\$63.62	\$127.23	\$1	90.85	\$254	1.46	\$318.08	3	\$381.69
1.5 CY	\$65.49	\$130.99	\$1	96.48	\$261	.98	\$327.47	7	\$392.96
2 CY	\$67.37	\$134.75	\$2	02.11	\$269	9.48	\$336.86	3	\$404.23
3 CY	\$71.13	\$142.25	\$2	13.38	\$284	1.51	\$355.64	1	\$426.76
4 CY	\$74.88	\$149.76	\$2	24.65	\$299	9.53	\$374.41	1	\$449.29
5 CY	\$78.64	\$157.28	\$2	35.91	\$314	1.55	\$393.19	9	\$471.83
6 CY	\$82.40	\$164.78	\$2	47.18	\$329	9.57	\$411.97	7	\$494.36
8 CY	\$86.51	\$173.02	\$2	59.54	\$346	5.05	\$432.57	7	\$519.07
Push Rates	0-25 feet	26-49 f	eet	50-7	5 feet	76-1	00 feet	10	01+ feet
	N/C	\$5.0	0	\$5	.00	\$	10.00		\$10.00
Cart	or Bin Cleaning I	Each Occurr	ence	Ca	art	1 – 4	CY Bin	5+	- CY Bin
				\$20	0.00	\$4	40.00		\$80.00
	Exchange (eacl		00	Ad	(each a	xchange additional currence)	-= "	\$5.00
Additional Bin Re additiona	eplacement (eacl al bin/occurrence		00	Additi	(each a	acement additional currence)		\$5.00
MFD and Comme	ercial Bulky Was	te Collection	1		ervice l	Jnits h	yard/occur ave two (2) ment year)	free	
MFD and Comme	ercial Overage W	/aste Collec	tion	\$21.00	Each	cubic	yard/occur	renc	е
Additional Univer	sal Waste Pick-u	ıp		\$25.00	Each	additi	onal item/o	ccur	rence

Container			Collection	n Frequency		
Size	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
20 CY Box ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
30 CY Box1	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
40 CY Box ¹	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
10 CY Lowboy ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
Compactor ¹	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SER	RVICE RATES - EMPLOYEE
Labor Position	Hourly Rate
DRIVER	\$46.60

MAXIMUM SERVICE RATES EME	hibit 1e RGENCY SERVICE RATES -	EQUIPMENT
Labor Position or Equipment Type	Make & Model	Hourly Rate
Vehicle - Front Load - COM/MFD	McNeilus Pacific Series	\$60.00
Vehicle - Automated Side Loader - SFD	McNeilus Auto Reach	\$60.00
Vehicle - Roll Off	AutoCar AMRO-H22	\$60.00

Exhibit 2a

CITY FACILITIES

This Exhibit describes the services that CONTRACTOR shall provide to CITY facilities. For each of the debris box services described below, the Collection schedule will be determined by the operational needs of CITY, and CITY personnel will periodically call CONTRACTOR with requests for service. Refuse and Recyclable Materials from San Fernando Recreation Park, Las Palmas Park, Pioneer Park, and Layne Park will be collected and transported by CITY personnel to the Public Works Yard for Collection by CONTRACTOR.

- CITY Hall (117 Macneil Street) CONTRACTOR shall Collect from 120 Macneil Street (across the street from CITY Hall, in the parking lot behind the building):
 - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Police Department (910 First Street) CONTRACTOR shall Collect:
 - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Public Works Yard (601 First Street) CONTRACOR shall Collect:
 - The following number of maximum Debris Box loads per month. For loads that exceed the number of maximum loads the CONTRACTOR may charge the CITY for the maximum rates shown in Exhibit 1:
 - 40-yard Refuse 16 loads per month.
 - 30-yard for sweeper spoils 4 loads per month.
 - 50-yard for Bulky Waste collected by CITY as needed, unlimited basis.
 - 10-yard low boy for C&D materials 9 loads per month.
 - 40-yard Green Waste 4 loads per month.
 - 15-yard Green Waste (used by CITY's landscape contractor) 4 loads per month.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- San Fernando Recreation Park (208 Park Avenue) Refuse two (2) 3CY Bins, three (3) days per week.

			CITY		xhibit 2b EET RECEPTACLES		
1	N/W	corner	Seventh	&	Maclay		1
2	S/W	corner	Seventh	&	975 Maclay		1
3	N/W	corner	Maclay	&	Glenoaks	(on Maclay)	1
4	N/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
5	S/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
6	S/E	corner	Maclay	&	Glenoaks	(on Maclay)	1
7	S/W	corner	704 Glenoaks	&	Griswold		1
8	N/W	corner	Glenoaks	&	Arroyo	(on Glenoaks)	1
9	S/E	corner	456 Glenoaks	&	Arroyo		1
10	S/W	corner	Maclay	&	Fifth	(on Maclay)	1
11	N/E	corner	Maclay	&	Forth	(on Maclay)	1
12	S/W	corner	Maclay	&	Forth	(on Maclay)	1
13	E/B		Truman		(Before Mission)		1
14	W/B		Truman		(After Mission)		1
15	E/B		Truman		(Between Maclay & Brand)		1
16	N/E	corner	Truman	&	Maclay	(on Truman)	1
17	N/W	corner	Truman	&	Brand	(on Truman)	1
18	S/E	corner	Brand	&	Truman Parking Lot N2	2 receptacles each level	4
19	S/W	corner	Truman	&	Wolfskill	(on Truman)	1
20	711		Truman				1
21	1100	Block	Celis		(North side)		1
22	301	S.	Maclay		(on Celis)		1

			CITY		xhibit 2b		
23	N/W	corner	Mission	&	Truman	(on Mission)	1
24	E	Side	Mission		(between Celis & Pico)		1
25	W	Side	Mission		(between Celis & Pico)		1
26	501		S. Brand				1
27	502		S. Brand				1
28	S/W	corner	S. Brand	&	Celis	(on S. Brand)	1
29	302		S. Brand				1
30	218		S. Brand				1
31	120		S. Brand				1
32	S/E	corner	S. Brand	@	Truman		1
33	N/E	corner	Truman	&	Hubbard	(on Truman)	1
34	N/E	corner	Hubbard	&	San Fernando	(on San Fernando)	1
35	806		San Fernando				1
36	803		San Fernando				1
37	N/E	corner	San Fernando	&	S. Brand	(on San Fernando)	1
38	820		San Fernando				1
39	901		San Fernando				1
40	900		San Fernando				1
41	912		San Fernando				1
42	913		San Fernando		1/4		1
43	1012		San Fernando				1
44	1015		San Fernando				1

				E	xhibit 2b		
			CITY	STRE	EET RECEPTACLES		
45	1016		San Fernando				1
46	101		San Fernando				1
47	1033		San Fernando				1
48	1040		San Fernando				1
49	1048		San Fernando				1
50	1049		San Fernando				1
51	1102		San Fernando				1
52	1101		San Fernando				1
53	1123		San Fernando				1
54	1122		San Fernando				1
55	1140		San Fernando				1
56	1135		San Fernando				1
57	1147		San Fernando				1
58	1148		San Fernando				1
59	1203		San Fernando				1
60	N/E	corner	S. Brand	&	O'Melveny	(on Brand)	1
61	S/W	corner	Mission	&	O'Melveny	(on Mission)	1
62	N/E	corner	Mission	&	O'Melveny	(on Mission)	1
63	S/E	corner	Mission	&	Mott	(on Mission)	1
64	N/E	corner	Mission	&	Griffith	(on Mission)	1
65	N/W	corner	Mission	&	Griffith	(on Mission)	1
66	N/E	corner	Mission	&	Hewitt	(on Mission)	1
67	N/W	corner	Mission	&	Hollister	(on Mission)	1

			CIT		et Receptacles		
68	S/E	corner	Glenoaks	&	Harding	(on Glenoaks)	1
69	N/W	corner	Workman	&	Truman	(on Truman)	1
70	S/E	corner	Kalisher	&	Pico	(on Kalisher)	1
71	N/E	corner	Kalisher	&	Kewen	(on Kalisher)	1
72	N/E	corner	Hubbard	&	Alley of Second St.	(on Hubbard)	1
73			Hubbard	&	Between 2 nd and 1 st		1
74	S/E	corner	Seventh	&	Orange Grove		1

	Exhibi	it 3a
	APPROVED FACILITY	TIES - DISPOSAL
1.	Name of Disposal Facility	Sunshine Canyon Landfill
2.	Location of Disposal Facility	14747 San Fernando Rd., Sylmar, CA 91342
3.	Proposer's role in the Disposal Facility	Owned and Operated by CONTRACTOR Services
4.	Other contracting parties	N/A
5.	Name, telephone number and address of Disposal Facility owner	CONTRACTOR Services, Inc. 18500 N. Allied Way, Phoenix, AZ 85054
		480-627-2700
6.	Types of materials accepted	Municipal Solid Waste
7.	Quantity of materials permitted by material type (tpd and tpy)	Permitted CapaCITY: 12,000 tpd
		Current Throughput: 8,500 - 9,100 tpd
		Estimated Life: 2037
8.	CalRecycle Permit Type and Number	SWIS No. 19-AA-2000
9.	Local Land-use Permit Number	00-194-(5)
10	. Per ton disposal fee (by material type)	\$59.88

Exhibit 3a Approved Facilities	
10. Name of Disposal Facility	Chiquita Canyon Landfill
11. Location of Disposal Facility	29201 Henry Mayo Drive Castaic, CA 91384
12. Proposer's role in the Disposal Facility	N/A
13. Other contracting parties	N/A
14. Name, telephone number and address of Disposal Facility owner	Chiquita Canyon Inc. 29201 Henry Mayo Drive Castaic, CA 91384
15. Types of materials accepted	Municipal Solid Waste
16. Quantity of materials permitted by material type (tpd and tpy)	MSW 6,000 TPD
17. CalRecycle Permit Type and Number	SWIS No. 10-AA-0052
18. Local Land-use Permit Number	
11. Per ton disposal fee (by material type)	\$59.88

December 9, 2013

	Exhibit Approved Facilities – Rec	
1.	Name of Processing Facility	Sun Valley Paper Stock
2.	Location of Processing Facility	11166 Pendleton Street, Sun Valley, CA 91352
2. I 3. F 4. G 5. F 6	Proposer's role in the Processing Facility	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner	Sun Valley Paper Stock TS & MRF 8701 San Fernando Rd., Sun Valley, CA 91352
		818-767-8984
6.	Types of materials accepted	Recycables
7.	Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 750 tpd Permitted CapaCITY 1,250 tpd
8.	CalRecycle Permit Type and Number	PR#0271
9.	Local Land-use Permit Number	SWIS No. 19-AR-1227
10.	Per ton processing fee (by material type)	\$46.00

Page 90 of 198

	Exhibit	
	APPROVED FACILITIES – REC	CYCLABLES PROCESSING
1.	Name of Processing Facility	Conservation Station
2.	Location of Processing Facility	20833 Santa Clara St. , Santa Clarita CA 91351
3.	Proposer's role in the Processing Facility	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner	Randfam, Inc. PO Box 4463, Chatsworth, CA 91311 818-709-5296
6.	Types of materials accepted	Construction and Demolition
7.	Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 199 tpd Permitted CapaCITY 72,635 tons/year
8.	CalRecycle Permit Type and Number	SWIS No. 19-AA-1096
9.	Local Land-use Permit Number	SWIS No. 19-AR-1227
10.	Per ton processing fee (by material type)	\$50.00

	Exhibit APPROVED FACILITIES – REC	
1.	Name of Processing Facility	Commerce Refuse-to-Energy Facility
2.	Location of Processing Facility	5926 Sheila St., Commerce, CA 90040
3.	Proposer's role in the Processing Facility	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner	County of LA Sanitation Dist. PO Box 4998 whittier, CA 90607 562-908-4288
6.	Types of materials accepted	Mixed Municipal and Industrial
7.	Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 1000 tpd Permitted CapaCITY 1000tpd
8.	CalRecycle Permit Type and Number	SWIS No. 19-AA-0506
9.	Local Land-use Permit Number	
10.	Per ton processing fee (by material type)	\$49.00

	Exhibit APPROVED FACILITIES	
1.	Name of Processing Facility	Conservation Station
2.	Location of Processing Facility	29833 Santa Clara St., Santa Clarita, CA 91351
3.	Proposer's role in the Processing Facility	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner	Randfam, Inc PO Box 4463, Chatsworth, CA 91311 818-709-5296
6.	Types of materials accepted	Green Waste
7.	Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 199 tpd Permitted CpaCITY 72,635 tons/year
8.	CalRecycle Permit Type and Number	SWIS No. 19-AA-1096
9.	Local Land-use Permit Number	
10.	Per ton processing fee (by material type)	\$35.00

	Exhibit APPROVED FACILITIE	t 3c s – Organic Waste
1.	Name of Processing Facility	Community Recycling
2.	Location of Processing Facility	9147 De Garmo Ave. Sun Valley, CA 91352
3.	Proposer's role in the Processing Facility	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner	Community Recycling and Resource Center 9147 De Garmo Ave. Sun Valley, CA 91352
6.	Types of materials accepted	818-767-6000 Organic Waste
7.	Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 1700 tpd Permitted CapaCITY 1700 tons/year
8.	CalRecycle Permit Type and Number	SWIS No. 19-AR-0303
9.	Local Land-use Permit Number	
10.	Per ton processing fee (by material type)	\$60.00

	Exhibit 3d		
	APPROVED FACILITIES - TRAN	SFER STATION	
1.	Name of Transfer Station Facility	N/A	
2.	Location of Transfer Station Facility		
3.	Proposer's role in the Transfer Station Facility		
4.	Other contracting parties		
5.	Name, telephone number and address of Transfer Station Facility owner		
6.	Types of materials accepted		
7.	Quantity of materials permitted by material type (tpd and tpy)		
8.	CalRecycle Permit Type and Number		
9.	Local Land-use Permit Number		
10.	Per ton transfer fee (by material type)	\$0.00	

December 9, 2013

Exhibit 4 CITY-Sponsored Events

The following is a schedule of the services that are to be provided by CONTRACTOR at CITY sponsored Special Events. At each event, according to the schedule below, CONTRACTOR shall provide an adequate number of Carts or Bins for recyclables and garbage, distributed and retrieved by CONTRACTOR, and serviced by CONTRACTOR OR CITY's crews. CONTRACTOR shall furnish the Carts or Bins, and service them at least once each day of the respective events.

Cesar Chavez (March)	Relay of Life
Heritage Days (June)	Little League (by request)
Fourth of July	Composting Workshops
Summer Concerts (August)	School Fundraising Activities (by request)
El Grilo (Sept)	E-Waste Recycling Collection Event
Menudo-Cook Off (Oct)	Paper Shred Day
Christmas Tree Lighting	Earth Day Celebration

General Approach to Services

CONTRACTOR will provide all labor, supervision, materials, and equipment necessary to provide for the automated collection and disposal of refuse, and the automated collection and processing of recyclable materials and green waste or organic waste from single- (SFD), multi-family (MFD) and commercial cart customers. A residential sideloader, will be utilized for the collection of materials contained in wheeled carts of every specified size. These CNG vehicles have been specifically selected to reduce emissions, traffic, and wear and tear on streets.

Automated collection of all materials (refuse, recyclable materials, and green waste or organic waste) will occur per the service frequencies and per the minimum standards described in the Agreement. As is the current case, each resident will be supplied with a set of three containers—wheeled carts—for refuse, recyclable materials, and green waste. The default cart size for all customers, all waste streams, is 65 gallons, and CONTRACTOR notes that most SFD customers currently subscribe to 65-gallon refuse service. Containers will be provided in a consistent color scheme as the current system.

Cart collection services will be conducted in the same manner for MFD and commercial cart customers as for SFD customers. CONTRACTOR will also continually promote recycling participation at every opportunity to all customers through the methods indicated in our Public Education Plan.

CONTRACTOR will operate at all times in compliance with the CITY's desire to implement an environmentally progressive collection, diversion and public education plan that meet AB939 and AB431 requirements.

Commercial and multi-family bin customers will have their materials collected through use of the CNG frontloaders and heavy-gauge metal frontloader bins in contract-specific sizes. Customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of frontloader and cart service. All commercial and multi-family customers will receive integrated recycling services via the initial site visits/audit that will take place prior to the start of service. Customers will be supplied with recycling services as indicated in our Diversion Plan, and Collection Operations Plan.

Industrial or debris box customers will have their materials collected through the use of the CNG roll-off vehicle and standard rectangular roll-off containers in contract-specific sizes. Similar to commercial customers, industrial customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of debris box or frontloader service.

All vehicles meet and exceed the highest equipment specifications and safety standards in

the industry. CONTRACTOR ensures all vehicles are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193.

Service interruptions due to mechanical breakdowns on route will be further minimized due to use of a standardized frontloaders. The CONTRACTOR's solid waste, recycling, and green waste routes, all generator types, are serviced by the same type of collection vehicle (identical cab, body, engine, etc.), which means that all trucks in the fleet will be available to provide back-up for either type of service to any generator.

Staffing Plan

CONTRACTOR will use only highly qualified personnel to perform all duties associated with this contract. CONTRACTOR will also seek to recruit San Fernando residents for open positions wherever possible and appropriate.

Number of Employees

The following staffing chart identifies the number of drivers and helpers that CONTRACTOR anticipates employing for the CITY contract, as well as the pool of departmental resources that we will draw upon in a number of relevant operational and administrative areas in order to service the CITY contract. As you can see, CONTRACTOR has the existing administrative and general operational infrastructure base already in place to service the CITY contract.

Staffing Chart

Collection Personnel	
Residential Refuse, Recyclables and Green Waste/Organics	3
Commercial Refuse, Recyclables and Green Waste/Organics	3
Bulky Item Collection	1
Industrial/Debris Box	1
Supervisory	.5
Container Delivery	.25
Maintenance	
Mechanics Pool	14
Call Center /Billing Representatives	
Customer Service Representatives Local call center.	48
Local Office – Dedicated Staff	
Billing/CSR/Outreach	1

Transition Plan Description

A smooth transition is a critical element to the success of a new program and in building confidence and rapport with customers. A summary description of CONTRACTOR's past experience with new program and contract start-ups is included in CONTRACTOR's proposal.

The key personnel involved in the transition and the specific duties and responsibilities of each team member are delineated below.

To ensure a smooth and orderly transition, our Implementation Plan, particularly for the areas of for customer service and public information and educational outreach, commences upon the execution of our contract and extends well beyond the date of commencement of service. A preliminary Implementation Timeline reflecting the tasks identified below and corresponding target timeframes, is included in this section.

Key Personnel and Transition Team Members

At CONTRACTOR, the transition team leaders include **Ron Krall**, the CONTRACTOR's Area President; **James Pledger**, General Manager; and **Susanne Passantino**, Senior Area Municipal Services Manager, and **Vanessa Mapula**, Municipal Relationship Manager who, together, bring years of transition experience from some of the largest and most challenging municipalities in California.

Mr. Pledger will be responsible for rolling out the new services and working with German Hernandez, Operations Manager; Operations Supervisor; and CONTRACTOR's Field Route Supervisors (see *Staffing Chart*), regarding routing, collection schedule development, and service implementation and coordination, the Maintenance and Safety team, regarding equipment procurement, and Terri Boatman, Area Human Resources Manager, regarding any new employee hires, transfers and related employee training. This team will work with CITY Staff and service recipients to ensure a smooth and orderly transition to the new programs. Vanessa Mapula, Municipal Marketing Liaison, will serve as liaison to the CITY after the initial start-up phase.

Mr. Pledger, Ms. Mapula, and Operations Manager, along with the support of Ms. Passantino will administer the franchise, act as liaisons to the CITY, and work with CITY staff regarding contract administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase.

La Lena Culberson, Division Controller, and Lisa Frazier, Billing Manager, will be responsible for developing the customer database, billing interface, and work order system and Duc Diep, Customer Service Manager, will implement all customer service procedures and related training programs.

Transition Planning and Organization

December 9, 2013

Exhibit 5 TRANSITION PLAN

Initial Scoping Session

Immediately upon contract award the key transition team members (referenced above) will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. An overall detailed implementation and transition plan, based on the above and the general Implementation Plan included in this section will be developed the week following contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

Transition Team Responsibilities

This transition team will be responsible for implementing the transition plan and ensuring a smooth service expansion into the service area(s). The plan will include finalizing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training personnel, planning and coordinating the distribution of containers, preparing informational and educational materials for residential and commercial customers, rolling-out a public education and informational program during the start-up period (and thereafter), developing and implementing customer service programs and conducting CSR and employee training, surveying and accurately identifying customers and customer account information including service levels, billing and service address information, contact persons, etc., and setting up accounts for work-order processing, billing purposes and reporting to the CITY.

A key component of the plan will relate to the cooperative coordination with other current haulers in the service area(s) relating to obtaining customer account and route information, written communications with customers, and the actual container delivery and exchange process prior to the start of service. CONTRACTOR wishes to assure the CITY that we are committed to working flexibly with the outgoing service provider to accomplish a smooth transition.

In addition to implementation responsibilities, our key personnel will maintain ongoing involvement with community relations activities, civic organizations, public education, and program promotion in order to further the program objectives and maintain visibility and a good standing as a responsible and involved corporate citizen.

CONTRACTOR's key transition team members will meet once a week (or more frequently, depending upon the circumstances) throughout the start-up phase of the transition to ensure that all goals, objectives, and timelines are met and adhered to. CONTRACTOR's designated contractor representatives will meet and/or communicate with the CITY weekly, with updates regarding the implementation and transition process.

CONTRACTOR will also develop a Continuous Improvement (CI) local team. This team will

have a representative from each key department (i.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the landfill and recyclables processor, etc.). The CI team will meet on a regular basis to ensure that all program objectives are met and to ensure that CONTRACTOR QA/QC objectives are met.

Customer Service during the Transition

General

CSRs will handle service and billing-related inquiries and customer concerns and requests with the utmost courtesy, promptness, and efficiency. CONTRACTOR CSR undergo extensive training, upon hire, and on an ongoing basis to ensure the highest quality of service to our customers. CONTRACTOR representatives are trained in customer service techniques, know how to navigate the required phone systems, follow the required protocols for customer call backs, understand CONTRACTOR's protocol and policies for responding to any service and billing-related calls, use the automated customer call log and work order system (InfoPro) to log all calls made and received, as necessary, and process and close all work orders produced through the system. A CSR supervisor is available at all times to handle unusual or difficult situations.

CSR Reference Manual

The members of the transition team will develop a Customer Service Training Manual that incorporates all key program and contract information, issues discussed during transition team meetings, input from the CITY, and public education and outreach materials. These materials will contain everything the CSR needs to know to work with San Fernando customers (i.e. customer courtesy, program details, processing work orders) and will outline how to access and use CONTRACTOR's computerized customer call log and work order system as it relates to any unique requirements of the new program.

CSR Training for New Program Implementation

Prior to program implementation, CONTRACTOR undertakes extensive training and cross training of all CSRs and dispatch personnel. The customer service training also involves drivers, supervisors, billing clerks, additional personnel and general department heads that may have communication with customers or the CITY. CONTRACTOR's implementation plan includes regular staff meeting dates that will be held prior to the start-up of service. However, due to the importance of the customer service function, ongoing meetings, in-between these regular staff meetings, will take place with our Customer Service Department and upper management to ensure that these important team members have a comprehensive understanding of all aspects of the program.

In addition, CONTRACTOR dedicates an additional employee to the customer service effort

during the transition, to act as expediter for dealing with transitional issues, including making site visits to customers or the CITY to resolve any issues that may arise. The procedures used at the commencement of a new contract are as follows:

- 1) Every CSR gets a copy of key contract provisions (contract abstract) relevant to their responsibility and, subsequently, receives training by senior managers. This includes, for instance, information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set out requirements, procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, drop-off programs (if applicable), information regarding the proper materials preparation, the list of recyclable material and acceptable green waste, qualifications for fee discounts and the application process (if applicable), holiday schedule, scavenging issues, and the general do's and don'ts of solid waste, recycling, and green waste. CSR's are also educated about waste reduction and diversion promotion, re-use programs (and the non-profit organizations involved), commercial/multi-family recycling programs (as applicable), and other related topics. All of the above items are also included as part of the ongoing training (including the quarterly training sessions) of CSRs.
- 2) All CSRs are included in the initial review of all program materials_prior to distribution including the preparation of the introductory mailer and instructional brochures (as applicable).
- 3) All CSRs are supplied with a surplus of mailers and brochures to be distributed to customers upon request.
- 4) The CSRs are supplied with the phone number and address of previous contractors, if necessary, for referral regarding prior billing issues or old container pickup, for example.
- 5) CONTRACTOR CSR in-house language capabilities include English, Spanish, and Mandarin.
- 6) All CSRs have on-line access to the CONTRACTOR customer data base and InfoPro system which includes billing information/aging, owner and service address information, contact person, service levels (i.e. number and size of containers, and frequency/pick-up days of each container, etc.), special service requirements (i.e. special pick-up times, remote controls, scout, push-out, backyard service, etc.), recycling services, dwelling units per service address, and, of course, customer comments that have been inputted into the system for each individual customer as well as the customer's work order history (i.e. dates and types of complaints or inquiries, service requests and the corresponding resolution thereof). As such, there is generally no need for a CSR to transfer a customer from one department to another to get an issue resolved. This helps to ensure a smooth transition and quick resolution of a customer's issue during the critical period at the commencement of new programs and services in the CITY as well as ensuring a quick and complete service response thereafter. In San Fernando, CONTRACTOR will also

have a dedicated Recycling Coordinator/CSR that can accomplish the aforementioned billing and customer service functions.

Equipment Acquisition

Vehicles

CONTRACTOR will have all of the necessary vehicles in place to commence franchise services in the Service Area., in accordance with the *Agreement*.

CONTRACTOR will coordinate with the CITY to ensure the vehicles reflect all signage and painting requirements as specified in the *Agreement*. By starting this process early in the transition phase, the CITY can be assured that the trucks will reflect the proper look and message when collection operations begin, and throughout the life of the contract.

Under a swift timeline, such as indicated in the *Transition Plan*, CONTRACTOR will allocate collection vehicles from its existing fleet, and any new CNG vehicles will be procured as needed.

Carts

CONTRACTOR will be able to have all carts and bins delivered to the customer on time, according to the timeline indicated in *Transition Plan*.

Initial orders will be based upon customer response to CONTRACTOR's Level of Service Confirmation outreach, the current quantities/sizes of containers in place, as well as CONTRACTOR projections of cart size migration based on new rate information and CONTRACTOR experience. CONTRACTOR maintains a surplus inventory of approximately five percent, with quantities of particular sizes and colors scaled to match customer demand.

Cart Delivery

CONTRACTOR will conduct house-to-house cart delivery by teaming with MBE subcontractor, Container Management Group. CONTRACTOR supervisors will accompany the cart delivery personnel in order to perform a quality control check and verification that the correct container size is being delivered to the correct address.

A simple cart delivery approach that is not inconvenient or confusing to residents will be developed with the CITY. Containers will be delivered in geographic/route clusters over a condensed time period. CONTRACTOR estimates carts will be delivered within a period of two to three weeks. Customers will be notified via a postcard of their delivery week informing customers that cart deliveries will take place on their scheduled collection day, to place old carts at the curb for the exchange to take place on that day, and that as soon as they receive their new carts they may begin to use them. CONTRACTOR understands that, under this scenario, the outgoing contractor may then be servicing the new CONTRACTOR-owned carts until the operations start date. The postcard will also inform customers that unless the

CONTRACTOR hears from them, 65-gallon carts for each waste stream will be delivered on that day. The post-card will also ask customers if they would like to request additional recycling or green waste/organics carts at this time.

CONTRACTOR or its subcontractor, working behind the outgoing contractor's collection crews, will retrieve the old carts and deliver them to a staging area. Residents will also receive an informational flyer on container placement, program dos and don'ts, CONTRACTOR's contract start date, and contact information attached to their cart at the time of delivery. CONTRACTOR will come back through each delivery route at the end of each day to do a final sweep, picking up old stray carts and ensuring that each customer has a full contingent of new carts.

Bins and Bin Delivery

Bin sizes initially ordered will reflect existing service levels with some migration due to any rate changes, initial assessments, and the implementation of SSR recycling collection services. As commercial/MFD initial assessments are conducted, bin or cart sizes and the customer database will be refined. This information will be sent to bin manufacturers as an update. CONTRACTOR will work with the outgoing contractor to develop a schedule to ensure customers are not left without a container. Once new containers arrive, they will be delivered to commercial customers on collection day after containers are serviced. CONTRACTOR will deliver new trash and recycling containers and pull in old, empty containers removing them to an agreed upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.

All container deliveries, carts and bins, will be managed by a dedicated Container Delivery Manager who will be responsible for ensuring timely and accurate containers deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered. This information will be reported to the CITY in the form of a weekly status report. Once the project is complete, the CITY will receive a final report and recap of the new customer database, if desired.

Route and Customer Database Development

As a key component to our start-up and transition, CONTRACTOR will conduct a route survey and field audit throughout the service area. CONTRACTOR personnel have already conducted a preliminary field survey in the service area(s) as a precursor to submitting this proposal. This preliminary fieldwork will be expanded as part of the full audit to be conducted by CONTRACTOR during the pre-startup phase.

As may be necessary, CONTRACTOR will work with the CITY and out-going contractors to

December 9, 2013

Exhibit 5 TRANSITION PLAN

receive customer information as soon as possible following contract award.

Preliminary Customer Database Information

Initially, CONTRACTOR will use the customer account information received from the CITY and outgoing hauler to create a preliminary database suitable for routing the residential service sector and to create our preliminary customer database that will form the basis for future billing and work order preparation. CONTRACTOR plans to complete this step through receipt of data files from the CITY and the existing hauler.

Development of Routing System and Route Sheets

Prior to commencement of collection service, CONTRACTOR will create a routing system to enable the production of route sheets and route maps to be used (daily) by our drivers (and updated daily for service level changes). Through the use of our RouteSmart routing system (which accepts down-loaded data from InfoPro), CONTRACTOR will create optimal sequential routing, route entry and exit points, and sequential routing printouts (route sheets) and computerized route and base maps for the areas to be served. The routing information will be up-loaded back into InfoPro which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

CONTRACTOR will design and develop routes in an effort to minimize impacts on service recipients and to reduce emissions, and wear and tear on CITY streets. To the extent possible, CONTRACTOR will develop route patterns and schedules in view of the current collection schedules to minimize service interruptions and unnecessary confusion to residential and multi-family accounts. However, our proposed collection schedule as outlined below is currently based on the CITY's goal to reduce SFD service dates, which CONTRACTOR is pleased to have accomplished. A goal will be to develop route entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, as much as possible. Routes will be provided to the CITY 60 days prior to the commencement of CITY Services and will provide map data in a GIS format that is compatible with the format used by the CITY, to the extent possible.

In addition to the above, CONTRACTOR will pay close attention to the following issues when developing routes:

- Hours of operation. CONTRACTOR determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified by the Agreement.
- Traffic patterns. CONTRACTOR attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not

December 9, 2013

Exhibit 5 TRANSITION PLAN

only beneficial to the service area thereby reducing vehicle idling and emissions, but increases CONTRACTOR's collection efficiencies.

Coordination with Street Sweeping Schedule

All new routes will be developed on coded CITY parcel maps and accompanied by sequential routing printouts. Street sweeping services will be coordinated to the CITY's Collection services schedule.

Customer Transition Period Outreach

CONTRACTOR will utilize the following outreach components to initiate services.

Written Notices and Outreach Materials

Ongoing outreach materials are discussed in *Public Education Plan*. This section deals strictly with the distribution of materials during the transition phase. The information contained in these collateral materials shall be based on the *Agreement* specifications and the outcome of a collaborative process between the CITY and CONTRACTOR. The CONTRACTOR will distribute materials prior to program commencement and on an as-needed basis to customers. All outreach materials will be printed in English and Spanish, in color, will be approved by the CITY, and shall include but not be limited to all or a combination of the following information:

- Service Area Name
- CONTRACTOR Contact Information/Public Works Contact Information
- Regular and Special Collection Services Available (including bulky item, universal waste, used-oil collection service, and Sharps) with pictures of acceptable recyclable and green waste material and "how to" instructions
- Collection Schedule/Holiday Collection Schedule
- Other Pertinent Information

The following information will be developed and approved by the CITY for distribution.

Service Transition Postcard

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

Service Transition Mailer

After the customer data base information is retrieved from the CITY and the outgoing contractor and in addition to the Postcard mentioned above, the next step will be to send the

Service Transition Mailer to all service recipients, introducing CONTRACTOR Services. This mailer will be submitted to the CITY in draft form for approval, prior to distribution. The Service Transition Mailer will announce the new program (with all pertinent details related thereto), start-up dates, and other key transitional information, as well as to introduce CONTRACTOR (with all relevant address and telephone information for customer service, hours of operation, etc.). Transition Mailers will include references to the detailed Instructional How-to Packets that will be distributed just prior to program start-up, which will include additional details regarding the new programs and requirements.

Community Meetings/Workshops

Prior to contract commencement, CONTRACTOR will conduct community meetings to inform all customers—of the new automated collection services. Two weeks prior to the community meetings CONTRACTOR will publish meeting information by written notice. The focus of the meetings will be to inform customers of pertinent program information including service enhancements. (CONTRACTOR will work with key community and business organizations to increase awareness regarding these meetings.)

Commercial/MFD Outreach

Additionally, commercial/MFD customers will receive initial site visits which will include recycling opportunity assessments, which are further described in *Exhibit 7 – Diversion Plan*.

Transition Timeline

The weekly transition timeline on the following pages reflects the elapsed time necessary for each of the items discussed in this section. The work-around for this compressed schedule for containers and collection vehicles have been described in this section. CONTRACTOR is completely confident in its ability to implement new services according to the currently scheduled start date.

Schedule of Key Operations Tasks To be Completed Prior to Start of Service

This schedule anticipates time requirements to accomplish tasks. It can be programmed to accommodate any contract award date and adjusted to reflect subtasks. Unless otherwise noted, all tasks are to be completed prior to the start of collection service.

- Execute Agreement with CITY. The official ramp up period begins, which triggers all other tasks, below.
- Procure and Distribute Equipment. CONTRACTOR procures collection vehicles and containers for the Service Area.
- Conduct Route Shadowing. Follow and document residential collection routes not currently operated by CONTRACTOR. Other information such as cart sizes and numbers will also be captured.
- Conduct Commercial/MFD Initial Audits. CONTRACTOR will audit all commercial/MFD premises to ensure an accurate database, and assess recoverability

December 9, 2013

Exhibit 5 TRANSITION PLAN

of the waste stream in order to offer the correct mix of services optimized toward recycling, green waste and/or food waste.

- Database Matching/Finalize Routes and Route Maps. Database information gleaned from route shadowing and auditing is matched against account information obtained from the previous contractor and/or the CITY.
- **Driver and Customer Review Sessions.** CONTRACTOR will conduct driver and customer review training sessions to ensure everyone understands service parameters.

Schedule of Key Administrative Tasks

- Develop Public Education and Outreach and Other Collateral Materials. The CONTRACTOR anticipates beginning coordination efforts with the CITY on an effective outreach campaign based on some or all of the ideas presented in this submittal. A review of all materials, including standard forms. The chart indicates an abbreviated period of two weeks to develop and print essential materials—which represents CONTRACTOR's minimum requirement.
- Print Collateral Materials. As soon as all collateral materials are developed and approved, printing will be expedited. This will allow CONTRACTOR to be ready to go to make the transition timeline.
- Mail Introductory Packets. Based on decision reached with the CITY, direct mail of introductory packets will be either at once, or in waves by route. Date indicated on implementation schedule is mailing start date.

Task	No	V			De	ес			Jar	1		Feb			
	X														
Coordination Meetings	X »														
Establish Local Office at CITY Hall								X	X »						
Employee Training				X	Х			X	X	X	X	X			
Develop Materials		Х	X	X	Х	X	X								
Approval/Printing				X	X »										
Develop/Launch Website				X	X	х	X	X	×	X	X »				
Conduct Outreach Campaign				X »											
Initial Site Audits – Training				X	Х	Х	Х								
Initial Site Audits – Perform									X	X	X	X			

December 9, 2013

	TR			oit 5		N								
Route Shadowing								X	Х	X	X			
Final Updates/Database							X	Х	Х	X				
Route Mapping								Χ	X	X	X			
Issue POs for Containers	X)					
Update orders based on site assessment and subscription results		X	X	X	X									
Container Production and Transport						X	X	Х	Х	X	X			
Deliver Carts								N. Te		Х	X	Х		
Deliver Bins									X	х	X	X	X	
Start Service													Х	

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR will provide a local kiosk offering residents, businesses and CITY staff with the transition to our billing system including local customer service assistance, public outreach, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall, where residents currently can make a payment, ensure customers and CITY staff may easily redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. Further information is provided in Exhibit 8 – Customer Service Plan

Exhibit 6 PUBLIC EDUCATION PLAN

Public Education and Outreach

The objective of this section is to a) convey to the CITY of San Fernando CONTRACTOR's competency in developing and managing public education programs; b) relay CONTRACTOR's proposed plan for outreach during the transition period and beyond; and c) illustrate the CONTRACTOR's willingness to become involved in the community through a menu of ideas that serve as a starting point for ongoing conversations about public outreach and diversion objectives with the CITY of San Fernando.

All transitions and program changes require clear, consistent messaging to customers. The tact CONTRACTOR takes with public education and outreach is the same it takes with all facets of operations: practical and effective. People are generally inundated with information and heavily burdened with responsibilities. Key to program success is breaking information down into practical and digestible chunks—presented simply and colorfully, and simultaneously providing customers with motivating reasons for cultivating new recycling behaviors. It is also important to point the way to additional resources and information for those who may be interested, which CONTRACTOR will accomplish through its recycling coordinator, links to resources posted on its website, and through distribution of general environmental content distributed at events and through presentations.

Even though it is known that a consistent message repetitively delivered via a variety of mediums in an abbreviated, creative way is most effective, once the desired behavior is adopted by the majority of customers, it must be regularly reinforced to sustain changes long-term. Finally, it is helpful to highlight the positive difference one person's good recycling practices makes. CONTRACTOR will do this through recycling reports which will be provided to the CITY and may be posted to its quarterly, website and or communicated to customers through newsletters.

Proposed Outreach Theme - "San Fernando Recycles"

In the CITY of San Fernando, CONTRACTOR is proposing to introduce, through a variety of advertising mediums, a program called "San Fernando Recycles" – San Fernando's new and enhanced menu of recycling programs and opportunities. "San Fernando Recycles" is a program designed for keeping trash rates low by supporting the community to take advantage of opportunities to increase recycling, raise awareness about conserving natural resources and making the CITY of San Fernando more sustainable community. The newsletters may also serve as an outlet to additional CITY Sponsored Events and more.

"San Fernando Recycles" Program Components

The following components comprise CONTRACTOR's friendly education and outreach

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

campaign, which addresses all generator types. New versions of all materials described will be tailored to meet the specific needs of San Fernando generators serviced under this contract: single-family, multi-family, and commercial or industrial. *All collateral material will be published in Spanish and printed on recycled paper.* CONTRACTOR is providing one (1) full-time Recycling Coordinator dedicated to the CITY of San Fernando.

Commitment to Putting San Fernando First

CONTRACTOR is committed to reducing wear and tear on CITY streets at all levels and has identified areas to partner with local businesses to do business within the CITY and keep our services local such as printing of outreach materials, which are further identified throughout this section. CONTRACTOR will continue to actively recruit vendors from San Fernando to generate additional monies into the community.

"San Fernando Recycles" Web Site/Web Page

Because CONTRACTOR's website is key to communicating with all customers about all programs, it is considered here as a prelude to the remainder of the section. The following upgrades are being planned for the new website. A "San Fernando Recycles" web page will be established with a link within the Cities website to promote the program.

Per the *Agreement*, the website will include frequently asked questions, access to rates for collection services, listing and description of recyclable materials and organic waste, collection service schedules, and maps. Key customer service components of the website will include the ability to e-mail complaints and request services or service changes. Additionally, CONTRACTOR envisions the Customer Service and Billing Kiosk located at CITY Hall, described further in *Exhibit 8- Customer Service Plan*, to have web access such that they can assist customers directly with the website. Additionally, CONTRACTOR's Customer Service department is well versed and equipped to support customers with the website.

The website will also feature activities designed for children to learn more about the environment and recycling using puzzles, games, and/or word searches. There will be a link to CONTRACTOR's school education programs, discussed later in this section.

Single Family Program (SFD) Campaign Components

The following components will be part of the collateral materials CONTRACTOR develops for its single-family customers. These same materials will be utilized for multi-family customers who reside in complexes of two through five units. All collateral materials will continue to be published in Spanish. Please note CONTRACTOR does offer many cities outreach in multiple languages and can offer this to the CITY as an option.

Initial Post Card Mailing – (Cart Transition)

PUBLIC EDUCATION PLAN

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

Initial Post Card and Mailing – (Upgrade in Service and "San Fernando Recycles" Introduction)

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail an initial mailing to all customers explaining the transition from the existing to new programs, describe the new program enhancements, and provide an introduction to "San Fernando Recycles." The mailing will highlight recycling and diversion programs available, special services available, holiday collection schedule, proper handling and disposal of HHW, and CONTRACTOR contact information, at least. The initial mailing will be tailored to meet the collection specifics of each generator type.

Instructional How-To Packets ("San Fernando Recycles" Handbook and Brochure)

Based on the customer database records obtained from the CITY/previous hauler which have been verified by CONTRACTOR, customers will receive an introductory packet delivered with their new carts/containers (transition) or via direct mail (new customers, ongoing) prior to the start date that will briefly introduce CONTRACTOR, explain the transition, and ask customers to confirm their level of service. Key transition dates, such as container delivery and start of service will be provided in the mailing, as will referrals for more information. These packets will be used primarily for transition, however, service guides will be used when new service is established for any customer, and will be updated from time to time with program changes.

Billing Inserts

As per the Agreement, CONTRACTOR will prepare, print, and distribute inserts with CITY approval. CONTRACTOR proposes to align and incorporate the distribution of inserts and or newsletters with quarterly drop-off events, key CITY Sponsored events, and other community involvement activities. Inserts will be focused on generating increased diversion and CONTRACTOR will utilize observations of trends and common collection challenges to inform its topic choices and approach.

In addition to the above, contract-required outreach efforts and initiatives, CONTRACTOR will also produce the following enhanced customer outreach components which are, in the CONTRACTOR's estimation, important components of any program.

December 9, 2013

Exhibit 6 PUBLIC EDUCATION PLAN

Quarterly Newsletters

CONTRACTOR will provide quarterly newsletters as program enhancement in the CITY of San Fernando, newsletters will feature on-going "how to" promotions to encourage residents to maximize the "San Fernando Recycles" program offerings. CONTRACTOR's San Fernando Recycling Coordinator will reach out to CITY staff to receive any information, articles, and announcements or photographs to incorporate in the newsletters. Additionally, as part of the annual contract management process, the Recycling Coordinator will the calendar CITY Sponsored Events.

"San Fernando Recycles" Corrective Action Notice (Oops Tag)

Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service. Use of *Oops Tags* are an important component of developing good recycling behavior amongst customers.

CONTRACTOR's Corrective Action Notice, or Oops Tag, will be utilized in one of two ways, depending upon CITY of San Fernando preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and Corrective Action Notices issued during collections in that month. The one exception to limited Corrective Action Notice distribution via campaign would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, Corrective Action Notices will be used a whenever a collection is unacceptable for health and safety reasons or due to an unpermittable level of contamination is observed in either the recyclables or green waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as MSW. When drivers turn in their Corrective Action Notices, the information is input into a database, and used for detecting behavioral patterns or trends that need correcting via CONTRACTOR's public education and outreach program.

Multi-Family Program Campaign Specifics - Compliance with AB 818

Multi-family residents are generally more transitory than the single-family population, and therefore require a specialized approach and materials to make collection programs effective. Also, each complex is under unique management, and so CONTRACTOR suggests a tailored approach to its MFD public education and outreach program. Reviewers

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

should note that CONTRACTOR will supply ongoing recycling technical assistance to its multi-family customers as indicated at the conclusion of this section. First, information gathered during the audit process will be helpful in ascertaining the way in which MFD owners/managers prefer to work. Some managers prefer that information flow through them to tenants, some prefer the CONTRACTOR take the lead in communicating directly with residents. In either case, program elements will be the same; how such elements are distributed will comprise the variances in program logistics by complex. Emphasis will always be placed on educating people at the collection point. Not only is this an area the CONTRACTOR can easily have influence over, but it is a common area within the complex, and the place residents must frequent to dispose of their waste. The following additional program elements will be developed with the CITY's approval:

Complex Manager Information

An information flyer will be developed especially for MFD complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling and green waste collection services, but will also include information on special services such as holiday tree and bulky item collection services. As specified in the Agreement, complex managers will receive this general information annually—specifically information pertaining to the bulky item program.

Container Labels

Frontloader containers, carts and debris boxes will be labeled in accordance with the Agreement. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display a label describing acceptable contents. All labels will employ simple line graphics to convey general messages.

Collection Point Posters

It is common to receive, from MFD managers, requests for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be laminated and posted by CONTRACTOR at collection points, with complex permission, just prior to transition between contractors. Route supervisors will inspect collection points to ensure collection point signage (including container labels) is maintained. Also, CONTRACTOR drivers will be asked to replace posters as needed.

MFD Recycling Technical Assistance

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional,

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

Recycling Workshops

CONTRACTOR's Recycling Coordinator (or Public Outreach Specialist) will assist in the establishment and maintenance of MFD and commercial recycling programs and will help supply on-site recycling technical assistance and workshops. In addition to following up with MFD managers to address their questions, concerns, and any real or perceived obstacles to full participation in CONTRACTOR's MFD recycling program, the Specialist will also offer on-site workshops for interested residents to instruct them on "how to" use the recycling program, relay the benefits of recycling, and answer questions.

Multi-Family Recycling Tote Bags

In conjunction with the initial outreach efforts, to be conducted within the start of the new service implementation, CONTRACTOR will supply bags at no additional cost for each multi-family unit (at least 3 units or more with a maximum of 2,000 bags) to utilize to transport materials from their residence to their recycling bin or cart. These bags are purposed to make recycling as convenient as depositing trash into a receptacle and offer a collection container to areas that may be space constrained. The Multi-Family Tote bags have been beneficial tools for many multi-family municipal customers and can be designed in conjunction with the CITY for distribution at the inception of the contract.

Commercial Program Campaign Components

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, such that staff time to manage waste is minimal. Knowing this, CONTRACTOR auditors will emphasize these points during CONTRACTOR's initial recycling opportunity assessments. Outreach materials will be combined in a manner that addresses customer need, and submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between CONTRACTOR auditors and business managers during the initial assessment process.

Informational Flyers

CONTRACTOR will develop a new set of informational flyers, one each addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like.

Service Agreement and Rate Matrix

A standard service agreement will be provided to San Fernando businesses. A rate matrix will be developed depicting the published rates for commercial refuse and recycling based on container size and frequency of service. During the initial recycling opportunity assessment period, garbage and recycling options will be presented, with heavy emphasis on recycling. The goal will be to demonstrate to customers the benefits of recycling by educating commercial customers on the deep rate reductions available with CONTRACTOR's proposed rate structure, which is highly motivated by increasing recycling service.

Container Labels

FEL bins or MFD/commercial carts will be labeled in the same manner described above.

Recycling Workshops

As mentioned in *Multi-Family Program Components*, above, recycling workshops will be offered to those businesses with a need for or that request such a service.

Miscellaneous Collateral Materials

It has been CONTRACTOR's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. The CONTRACTOR is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, if is within the CONTRACTOR's power to produce an item that will make recycling programs success, CONTRACTOR will produce and deliver that item to its customer.

Commercial/MFD Recycling Technical Assistance

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional, and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

CONTRACTOR's Good Corporate Citizenship

Public Education and Community Enhancements

December 9, 2013

Exhibit 6 PUBLIC EDUCATION PLAN

Earth Day

In celebration of Earth Day (or on Arbor Day depending on the CITY's preference) CONTRACTOR will donate 100 oak trees grown at Sunshine Canyon Landfill to the CITY. CONTRACTOR's Sunshine Canyon Landfill has one of the largest nurseries in the county and grows oak trees from seedlings. CONTRACTOR proposes to work with the CITY to select oak trees or other tree types for growing in our nursery and planting within the CITY.

CONTRACTOR will also work with the CITY and provide expertise and resources for San Fernando garden projects, streetscape projects, and designated tree focus areas as specified in the *Agreement*. CONTRACTOR agrees to fund the aforementioned activities and services in accordance with the *Agreement*.

Neighborhood Watch Clean-Up

CONTRACTOR proposes to develop and support a vibrant and engaging community effort in San Fernando, by partnering with local Police Department or other organizations and CITY Departments, to create an annual Neighborhood Watch Clean-Up. The focus of this event will be to engage the entire community to participate in a neighborhood cleanup, provide a unique opportunity to collaborate with the community and work with Lead Officers within the Police Department and the CITY's Department of Public Works. CONTRACTOR will provide roll-off boxes to collect recyclables, bulky item and green waste material as needed, gloves, rakes and essential tools for participants. CONTRACTOR will recruit volunteers, including its very own local team of volunteers to aid in a large-scale community clean-up and neighborhood watch experience. CONTRACTOR proposes to target the North and South End of the CITY for the 2014 clean-up event.

Community Recycling Rewards Block Party

Following the clean-up or perhaps to compliment the My CONTRACTOR Rewards Program, CONTRACTOR proposes to offer a Community Recycling Rewards Block Party to recognize and celebrate the community's environmental stewardship. Provided below is an example of an event CONTRACTOR hosted with the San Fernando Recreation Center. The event was a huge success; students played a game called "What Goes Where" and the "Ultimate Recycling Machine" designed to engage students and the community to think: reduce reuse recycle, and understand more clearly recycling do's and don't's.

Community Involvement

CONTRACTOR has identified the following current CITY sponsored events, and additional community events, organizations, and projects to assist with in the Service Area and will work directly with the CITY Council and CITY to seek out additional opportunities to contribute. Assistance may take the form of donated service; educational programs, presentations, and demonstrations; school-related events and projects; and other in-kind

PUBLIC EDUCATION PLAN

contributions. Again, CONTRACTOR is committed to being a partner the CITY can count on.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)
- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)
 Composting Workshops*

CONTRACTOR Proposed Events & Organizations:

- Cesar Chavez Scholarship & Commemorative Events
- Little Leagues (by request)*
- Composting Workshops*
- School Fundraising Activities*
- Paper Shred Day*
- Earth Day Celebration*

Community Investment Fund – Recycling Revenue Sharing

CONTRACTOR proposes to establish a recycling revenue share program with the CITY where CONTRACTOR will return \$10,000 annually from the proceeds from the sale of recyclable materials to the CITY towards an annual community investment fund. On an annual basis CONTRACTOR proposes that each CITY Councilmember will select an annual event, program and/or CITY organization to provide \$2,000 (or alternatively the entire will council allocate the funding all at once annually.) Programs may include any of the aforementioned CITY Sponsored Events, Community Involvement activities or new programs established in the CITY. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable CITY.

Cesar Chavez Scholarship

CONTRACTOR will contribute \$1,000 annually, to college-bound seniors through the Cesar Chavez Scholarship Program. The criteria for winning a scholarship could be an essay to discuss the cultural importance of the Cesar Chavez movement specific to San Fernando or Cesar Chavez's impact on the environment or other such themes. CONTRACTOR would extend its scholarship through the CITY Council or Cesar Chavez Committee to judge the received scholarship applications and essays to determine winners.

Facility Tours

CONTRACTOR will offer and promote free educational tours of any of its local facilities to community and school groups. Most recently CONTRACTOR has unveiled its new education center at Sunshine Canyon Landfill and a new Eco-Center at CONTRACTOR Services Recycling Complex located in Anaheim.

Community Safety Initiative - We're Looking Out for You

We're Looking Out for You is CONTRACTOR's crime prevention and safety watch program. The program enlists the active participation of CONTRACTOR collection personnel in

Page 118 of 198

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

cooperation with law enforcement and emergency services to reduce crime and maintain neighborhood safety.

Education for Schools

CONTRACTOR is the *only* service provider that services *all* of the grade schools, Colleges and Universities identified on the CITY of San Fernando website including elementary, middle, high school, Cal State University Northridge, Los Angeles Mission College, Los Angeles Valley College and adult and continuation schools. CONTRACTOR's rich experience and tenure serving the San Fernando Valley and servicing the aforementioned schools is a testimony to the Companies expertise and commitment to provide education and outreach curriculum focused on waste reduction strategies. CONTRACTOR's school recycling education programs are uniquely designed to bolster diversion and institute innovative and environmentally sustainable programs for students, faculty and staff's environmental enrichment.

Although CONTRACTOR offers tailored waste reduction strategies for higher education institutions, as described above, the focus of this section will be on grade school education and outreach programs, as it is our belief the earlier we engage students to recycle and protect the planet the sooner recycling becomes second nature.

Extending CONTRACTOR's State-of-the-Art LAUSD Programs to ALL San Fernando Schools

In 2012, CONTRACTOR was awarded the exclusive solid waste management contract for the Los Angeles Unified School District (LAUSD,) the second largest school District in the nation, consisting of over 900 schools and facilities. The District asked CONTRACTOR to help meet ambitious recycling and cost reduction goals including reducing garbage volume and cost by 20% and getting recycling in every classroom.

Since this time, CONTRACTOR has implemented a training and education program that offers some of the most innovative and comprehensive programs in schools cafeterias, maintenance areas, lunch areas, and classrooms designed to introduce green measures for all audiences and maximize recoverability from the waste stream. Through CONTRACTOR's established partnership with LAUSD the CONTRACTOR is charged with supporting the District's goals to become the "greenest school District in the nation." CONTRACTOR is incredibly committed to the success of LAUSD's aforementioned goal. CONTRACTOR firmly believes sustainability of the planet is in the hands of future generations. As such, schools recognize the necessity to play a leadership role in environmental education and action.

CONTRACTOR understands the majority of the CITY's grade schools are a part of the LAUSD system, however working with the CITY, CONTRACTOR proposes to engage all of San Fernando's grade schools, including those that are not comprised within the LAUSD

PUBLIC EDUCATION PLAN

structure, in sustainability efforts and offer them the tools to be as green as LAUSD. The following is a list of menu items CONTRACTOR provides to the District that CONTRACTOR will offer to all of San Fernando's schools:

Recycling Education and Training Program

CONTRACTOR will extend the support and resources of our 8 dedicated LAUSD Recycling Trainers and offer the same advanced training and technical support to the students, teachers and faculty at all of San Fernando's grade schools. In fact, San Fernando and all schools located in the District's North Educational Service Center will have direct access to their own dedicated LAUSD Recycling Trainer. CONTRACTOR's ultimate goal is to encourage that each school implement a recycling program and generate ongoing participation to increase diversion for not only LAUSD but for San Fernando.

Key Recycling Education Program Components

- · In classroom containers
- · Additional Classroom Recycling Carts
- · Recycling Education Tools
- · Lunchtime Recycling
- Cafeteria Recycling
- · Office Area Recycling
- Breakfast in the Classroom Recycling Program prevalent at ALL San Fernando Schools
- Innovative Incentive Programs
- Support with School Recycling Fundraisers
- · Community Presentations for Parents, Families and the Community
- Large Venue Recycling Event Assistance

CONTRACTOR will commit to providing recycling education to San Fernando Schools that are not part of the LAUSD system with an emphasis on elementary schools. LAUSD students will also receive scholarship opportunities; however CONTRACTOR has established an additional Scholarship opportunity specifically for San Fernando residents, through this proposal.

Elementary Schools Program - and Organics Opportunities

Prior to the start of each school year, CONTRACTOR will send a letter to the elementary schools in San Fernando providing information and details pertaining to the availability and content of a once annual CONTRACTOR recycling assembly for grades preschool through Grade 3. In addition, the letter will highlight the availability of recycling curriculum and other classroom tools to engage students to recycle.

CONTRACTOR will also utilize this opportunity to engage schools to establish an organics

PUBLIC EDUCATION PLAN

composting program, via CONTRACTOR's Recycling Trainers. Through CONTRACTOR's active experience at each school, CONTRACTOR understands that Morningside Elementary has an active garden club and is primed for such a program. CONTRACTOR is interested in providing compost/worm bins, composting workshops, and or compost/wood chips to engrossed schools. Due to the time commitment involved in developing, implementing and maintaining a successful organics composting program, CONTRACTOR will work with each school to tailor organics programs such that they are supported by the School's administration, faculty, advisors, teachers and staff.

Assemblies with MRFY—The Recycling Robot

CONTRACTOR's MRFy – The Recycling Robot will be available to grades K-3 for assemblies and special events. MRFy is a fully automated Recycling Robot made from recycled parts whose purpose is to provide a fun and interactive approach to recycling. The presentation begins with a CONTRACTOR Services associate providing a short introduction and some fun facts about the CONTRACTOR, its services and the upcoming show. It then quickly follows with a re-cycle chant so MRFy knows it's show time. Once MRFy hits the stage he takes the lead through song, interactive questions and also inviting audience members on stage to identify pieces of recyclable materials.

After MRFy's presentation, a short video is shown. This Video is narrated by MRFy and shows where recycling material is sorted and what happens to it after it is thrown in the garbage. The presentation is then completed with questions and answers.

CONTRACTOR proposes to offer MRFY assemblies for an incentive/reward for Principals to engage students not only in recycling but academic performance, leadership and/or environmental stewardship.

Recycling Rosie Curriculum

CONTRACTOR proposes to offer use of its award winning Recycling Rosie curriculum to elementary schools, and will also offer assemblies, as well as other resources, to teachers.

The full curriculum is 86 pages and provides complete lesson plans for teachers. Curriculum objectives include:

- Introduce students to solid waste management systems and problems that arise when waste is not properly managed;
- · Help students learn about the cyclical nature of the environment;
- Teach the three Rs of the solid waste disposal solution (reduce, reuse, recycle);
 and
- Encourage students to participate in recycling programs and to create additional solutions.

The full curriculum is available at:

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

http://www.CONTRACTORservices.com/Documents/recycle-rose-education-curriculum.pdf.

Recycling Education for All Grade Levels

For all, including older school-aged children, there are additional resources downloadable for free from CONTRACTOR Services website, including a collection of 20 environmentally-themed videos, such as *A Cereal Box Goes Full Circle*, which traces the life cycle of a cereal box from market shelf, to CONTRACTOR's recycling processing facility, and back to market. *Cookie Wrapper Kite* shows creative uses for cookie wrappers, such as building a kite.

Another such video provides composting how-to information which would provide a handson learning experience for science teachers and students.

Videos are available to watch at:

http://www.CONTRACTORservices.com/Corporate/EnvironmentEducation/recycling-videos.aspx

Several other resources are available on CONTRACTOR's website, such as

- · Kids Zone
- · Recycle-Bowl Competition
- A national K-12 recycling competition with rich educational materials and group activities
- Waste In Place
- The flexible K-6 curriculum featuring 33 lessons on litter prevention, waste reduction, recycling, landfills, and more.
- · Clean Sweep U.S.A.
- A fun and engaging educational site designed to supplement middle school environmental education curriculum.
- Toolbox for Community Change
- Offers full-color classroom posters, such as the "236 Million Tons of Trash"
- · poster.

CONTRACTOR will provide links to all of its free educational resources in its annual letter to principals at the beginning of each year.

Summary of Approach

CONTRACTOR will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the CITY's waste diversion and resource conservation goals. CONTRACTOR's aim is to maximize tons diverted and level of participation while minimizing materials contamination.

CONTRACTOR will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. CONTRACTOR will develop collaborative working

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

relationships with the CITY of San Fernando and customers.

Conclusion

The elements conveyed in this section by generator type serve primarily as a starting point for development of diversion, education, and outreach program elements and collateral materials that align to the CITY's new diversion goals and new contract. These proposed elements are based on CONTRACTOR's present familiarity and experience in San Fernando, and will be designed to provide customers with the information they need in an abbreviated format that is appropriate and will appeal to the generator type in question, as well as provide good incentive for recycling. The objective of the program is to bring customers in line with the CITY's vision of sustainability with a bottom line result of a practical and achievable level of increased diversion.

CONTRACTOR cannot emphasize enough the fact that mining the MFD and commercial generators for recyclable materials is key to a steady increase in diversion over the term of the contemplated contract period. The objective of steadily increasing diversion cannot be met without a reasonable and ongoing effort to remind customers of their recycling options and the benefits of recycling, coupled with the necessary tools to perform recycling activities. CONTRACTOR believes the above outline encompasses all the basic elements to accomplish CITY objectives, and is open to the evolution of these ideas prior to the initial transition period and throughout the term of the *Agreement*.

Provided below, is a detailed summary of the Public Education and Outreach programs designed and tailored for the CITY's specific diversion program goals

December 9, 2013

PUBLIC EDUCATION PLAN					
ublic Education Programs * Enhancements are noted in <mark>red</mark>		SFD	MFD	Comercial	Schools
Website		X	X	X	X
Postcard Initial Mailing	Y	X			
Introduction letter		X	X	X	
How to Packet/Brochure	Y	X	X	X	
Billing Inserts	Y	X	X	X	
Quarterly Newsletter	N	X	X	X	
Oops Tag	N	X			
Complex Manager Information	N		X		
Container Labels	Y	X	X	X	
Collection Point Posters	N		X		X
Recycling Workshops	Y	X	X	X	
Multi-Family Tote Bags	N		X		1
Informational Flyers by Business Type	N			X	
Service Agreement Matrix	N		X	X	
Commercial/MFD Technical Assistance	N		X	X	
School Education and Outreach	Y - enhanced				X
Schoool Recycling Trainers					X
School Assemblies with MRFy the Robot					X
Scholarship Program		X	X		X
Public Education Enhancements					
Earth Day Celebration - 100 Trees!		X	X	X	X
Neighborhood Watch Clean-Up		X	X	X	
Community Recycling Block Party		X	X	X	
Community Involvement		X	X	X	
Community Investment Fund		X	X	X	X
Facility Tours		X	X	X	X
Community Safety Intiative	N	X	X	X	X

DIVERSION PLAN

CONTRACTOR is committed to providing the CITY with top-notch programs that will deliver increased diversion in a safe, efficient, and low-cost manner, and that also enrich the community. The chart below provides the basis for CONTRACTOR's diversion projections by line of business and overall minimum diversion rate guarantee of 50 percent on material collected by the hauler as per *Article 4* of the *Agreement*.

It is important to note that Cal Recycle no longer reports diversion in percentages for Cities. Beginning in 2007, Cal Recycle implemented the per capital disposal rate which is used as one of several factors in determining a cities compliance with AB939, and allows Cal Recycle to set their primary focus on successful implementation of diversion programs. The CITY's most current per resident disposal rate target (PPD) is 8.9. By achieving a PPD of 8.9 the CITY would thereby be achieving 50% diversion of the CITY's municipal solid waste from the landfill. San Fernando has consecutively surpassed the State mandated 50% diversion rate by exceeding Cal Recycle's PPD by nearly half; in 2011 the PPD was 4.6, thereby reaching an estimated overall diversion rate of 65%. Although San Fernando is well exceeding the state's target, CONTRACTOR's diversion plan proposes to not only meet the cities overall minimum diversion guarantee of 50% and 85% for C&D, but also offer additional diversion and public education and outreach program enhancements that will increase the CITY's overall diversion and augment the number of diversion programs that CITY will report to Cal Recycle beginning in 2014. Furthermore, CONTRACTOR guarantees throughout the term of the Agreement the CITY will meet all State mandated regulations: AB 341, AB 32, and AB 818.

To accomplish this and the CITY's sustainability objectives, CONTRACTOR will, through its initial recycling opportunity assessments of all commercial/MFD premises, offer each customer unlimited recycling collection at significantly reduced rates (nearly 60% less than refuse rates). The service level offered will be calculated through the use of experienced audit staff and Cascadia Consulting Group's EcoDiversion Calculator Tool—described later in this section. Recycling container size and type will be based on customer need, customer preference, and site/access constraints, but in any case will consist of a minimum of a 65-gallon cart or bin of adequate size. All customers will be offered instructional materials specific to their generator/business type.

All customers will receive follow up monitoring to ensure optimal use of recycling programs by employees and tenants and customer satisfaction. CONTRACTOR will deliver on-site technical assistance, training, or workshops to any customer who requests it. CONTRACTOR will report to the CITY customer participation as per the reporting requirements of the *Agreement*.

Included is an explanation of how the CONTRACTOR arrived at our projections. 2012 tonnage figures, annualized, were used in CONTRACTOR's projections except where noted.

DIVERSION PLAN

The chart on the following page also highlights CONTRACTOR's minimum recovery rate for processed bin refuse, debris box, SFD, MFD, Commercial, and CITY services materials.

A Waste Flow Chart follows, which shows the flow of waste through CONTRACTOR's proposed facilities.

Following the Waste Flow Chart is additional information about each named facility. The Proposal reflects the CONTRACTOR's commitment to reduce the impact on the CITY's roads and air quality and improve current collection services meanwhile decreasing costs, by proposing facilities based on efficiency and proximity: CONTRACTOR always seeks to minimize its carbon footprint. CONTRACTOR owns and operates Sunshine Canyon Landfill and has established Agreements with the other proposed facilities and guarantee's capacity for the term of the agreement. CONTRACTOR will also provide actual copies of facilities permits upon the CITY's request.

Lastly, CONTRACTOR has provided methods used for diversion programs by program type (SFD, MFD, Commercial, Debris Boxes or Industrial, and CITY Recycling) and has also provided a schedule showing specific program tasks, milestones and time frames for meeting the diversion requirements of the Agreement.

San Fernando Waste Flow and Tonnage Information

Line of Business	Collected Tons	Diverted Tons	Residual Tons	Diversion Percentag e
SFD	9,631	7,915	1,716	82%
MFD	7,351	1,485	5,866	20%
Commercial	2,100	924	1,176	44%
Debris Boxes	6,072	3,164	2,908	52%
CITY Services	4,319	1,108	3,211	26%
Grand Totals	29,473	14,596	14,877	50%

Recycling and Diversion Methodology by Sector

As evidenced in the preceding *Waste Flow and Tonnage Chart*, CONTRACTOR has captured tonnage estimates for year one of service and guarantees that the recycling and diversion programs and enhancements to meet the diversion obligations of 50% overall and 85% percent for C&D, as well as stand in full compliance with current and future recycling legislation. CONTRACTOR's has captured the diversion program enhancements on the following pages of this section, which are provided as at *no additional cost*.

San Fernando's Waste Stream

December 9, 2013

Exhibit 7

DIVERSION PLAN

CONTRACTOR's current familiarity with San Fernando's waste stream is based upon the information provided by the CITY and the incumbent hauler. The CITY's current collection conditions have enabled CONTRACTOR to develop and outline a practical program that is certain to return the intended diversion outcome of 50 percent diversion of the waste materials it is responsible for collecting and processing, thereby allowing the CITY of San Fernando to meet and exceed State diversion mandates as calculated according to those State regulations and according to the *Agreement*.

Residential Diversion Programs and Enhancements

CONTRACTOR's intention for San Fernando residents is not only to provide an exceptional level of outreach to engage customers in order to increase recycling participation and diversion but also to provide convenient recycling and diversion program enhancements that make a real difference in diversion primarily because of their ease of use and tremendous value. CONTRACTOR is confident through its proposed diversion and education and outreach program that we will be able to increase recycling participation and also achieve the CITY's 50% diversion goal by the end of 2014.

Residential Recycling Rewards Program - Enhancement

To provide recycling motivation to San Fernando residents, CONTRACTOR, in conjunction with the CITY, will create a Recycling Awards program called My Republic Rewards. The goal of the My Republic Rewards program is to educate single-family residents on the importance of recycling and the materials that should be diverted. Additionally, the program is designed to reward single-family residents for enhanced recycling efforts. Each quarter a Recycling Star will be awarded to residential customers. Included with Recycling Star will be a gift card to a local San Fernando business. Eligibility for the single-family dwelling (SFD) recycling awards program will require each customer to sign up via the My CONTRACTOR Rewards website. Residential customers will be divided into geographic areas as determined by the CITY and CONTRACTOR. CONTRACTOR will provide an estimated \$3,500 in incentives back to residents by way of gift cards.

CONTRACTOR trucks, upon completion of service, will weigh the recycling contents from each of the zones and at the end of each quarter every resident in the winning zone will receive the Recycling Star and a gift card for use in a local San Fernando business. At the end of each year 3 SFD customers will be selected as the residential Recycler of the Year and will receive free solid waste and recycling collection services for one-year. CONTRACTOR will announce the recipients of the annual Recycler of the Year via news releases, on the website, and at a special event to be developed in partnership with the CITY, please find event information in the Public Education Plan. In addition, the residential community zone that recycles the most each year as determined by the tons of recycled material each week will receive \$1,000 towards a community project in their neighborhood.

December 9, 2013

Exhibit 7

DIVERSION PLAN

CONTRACTOR envisions our total My CONTRACTOR Rewards to reach \$5,000 annually.

Quarterly Drop Off and Compost Donation Event - Enhancement

CONTRACTOR will sponsor and conduct a quarterly drop off event whereby residents may also be provided with free compost or mulch. As an enhancement, to increase participation and raise awareness about the CITY's new diversion opportunities CONTRACTOR proposes quarterly drop off events may be purposed for one or more of the following purposes: bulky item, universal waste, reusable clothing, e-waste and or green waste material. As an enhancement, CONTRACTOR will coordinate with several local charities such as Valley Family Center, Goodwill and/or Salvation Army for reuse of materials collected to the extent possible. Outreach efforts will be made to local organizations and other nonprofit programs that may be able to use furniture as well. Nothing will be disposed of in a landfill until every reasonable attempt has been made to recycle it back into use.

Books Recycling Program - Enhancement

There is a solution to recycling books with a little shelf life left in them: CONTRACTOR will team up with the San Fernando Library to collect and re-purpose landfill-bound books and donate them to the Library's After School Programs which support CITY programs and also Gridley and Morningside elementary schools. San Fernando residents will be able to leave their books at the Library and at School in CONTRACTOR provided receptacles. Recycled books will be donated to the program and for students to take home. The Library currently purchases books and salvages any books available for students to take home. CONTRACTOR proposes to coordinate this effort and support the Library with this important CITY funded After School Program.

Semi-Annual Community Paper Shred Days- Enhancement

CONTRACTOR will host two annual shred days each year of the *Agreement*. The CONTRACTOR will contract with a document shredding service, the equipment will be brought to a designated drop-off site within the service area, and residents will be able to have their personal documents shredded. This service is provided at no additional charge to the resident or the CITY.

Green Waste Diversion Program:

Backyard Composting Program- Enhancement

CONTRACTOR will promote backyard composting through underwriting 50 percent of the cost of compost and worm bins for San Fernando residents. Information will be made available on the CONTRACTOR's website and quarterly newsletters.

Composting Workshops- Enhancement

DIVERSION PLAN

CONTRACTOR will provide composting workshops, a minimum of two composting classes per year, with the objective of raising resident awareness as to the benefits of closing the loop through home composting produced from kitchen food scraps and returning composted material to their gardens to enrich the nutrient content of the soil.

MFD and Commercial Diversion Program Enhancement

CONTRACTOR will achieve a higher level of diversion in the MFD and commercial waste stream through 1) source separated recycling of commercial business and MFD complexes; 2) Taking additional solid waste to the Commerce Refuse-To-Energy Facility, resulting in 25% of the MFD/commercial waste stream being diverted; 3) CONTRACTOR will promote MFD and commercial recycling through the methods described in this section, moving more tons of dry/recyclable waste from the commercial trash to the recycling stream. 25% percent of those collected tons will be recovered through the single stream sort line at SVP and through incineration at the Refuse-To-Energy Facility. Making these programs available to commercial and MFD customers, promoting these programs, providing monitoring, training, and technical assistance guarantees compliance with AB 341 and AB 818.

Single stream/commingled recycling will be offered at 60% less than the current refuse rates to San Fernando MFD/commercial customers as an added incentive to enroll in the program.

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded commercial recycling in San Fernando, CONTRACTOR will conduct a waste and recycling assessment at each business and institution located in the CITY during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes to ensure that commercial customers are receiving the least-cost service that meets their disposal and recycling needs. During the assessment, customers with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

Additional diversion programs provided to compliment the MFD and commercial diversion goals as outlined in this section include but are not limited to: **Ongoing Recycling Technical Assistance**, **Recycling Workshops** and **MFD Recycling Tote Bags**.

Food Waste Diversion Program

CONTRACTOR will implement a program to divert food waste collected from commercial businesses in San Fernando. To accomplish this, and ensure maximum participation, CONTRACTOR will offer a streamlined cart collection system consistent with the CITY's existing program. Commercial businesses will dispose of their food waste in CONTRACTOR

DIVERSION PLAN

provided carts. After their weekly collection, provided once a week, food waste will be sorted out at Crown Disposal and transferred to Crown's Community Recycling facility located in Kern County, for processing into compost or mulch. To collect organics from commercial businesses that generate higher food waste volumes, such as sit-down restaurants, CONTRACTOR will provide 65- gallon food waste containers. CONTRACTOR will work with commercial food service establishments, kitchen staff, and janitorial staff to provide training on proper collection of food waste.

CONTRACTOR will identify food waste program candidates during the initial recycling opportunity assessments indicated above. The program will be promoted in all commercial promotional materials. Food waste customers will be monitored closely to ensure maximum program participation and that contamination is mitigated. CONTRACTOR will be proactive in providing training where unacceptable contamination is evident, and where food waste is not being diverted through the program.

CITY Collection Diversion Program Enhancements

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded CITY recycling in San Fernando, CONTRACTOR will also conduct a waste and recycling assessment for CITY services during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes upon receiving CITY approval, to ensure that the CITY's service meets their disposal and recycling needs and that the CONTRACTOR is supporting the CITY to maximize recoverability from the waste stream. During the assessment, CITY facilities with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

CITY Sponsored Events Collection Services - Enhanced Offering

In addition to its regular CITY Public Containers Collection services, CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events and additional events as deemed by the CITY and in Exhibit 4 of the Agreement.

As an enhancement, CONTRACTOR will supply its coordinator to work with the CITY and other community/civic groups to assist in the planning and preparation of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during

December 9, 2013

Exhibit 7

DIVERSION PLAN

events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least. CONTRACTOR has special expertise to share relative to several of the current and additional proposed events as listed in the *Agreement*.

Anti-Scavenging - Enhancement

CONTRACTOR will introduce an "Anti-Scavenging Unit" for San Fernando, to support the Cities current Anti-Scavenging Ordinance, for purposes of patrolling the service areas during peak scavenging hours to ensure the CITY receives credit for the diversion of all recyclables generated within the CITY. CONTRACTOR Services proposes to support the existing efforts and work closely with the CITY of San Fernando to develop and institute an effective program and will institute any feasible measures to discourage scavenging of recyclable solid waste from the residential solid waste stream. Although CONTRACTOR understands scavenging is not a present high concern in the CITY, our program is offered as an enhancement to add value and to support existing CITY Services where CITY resources may be constrained. CONTRACTOR has partnered with other Cities to implement such a program and we are pleased to offer this service to the CITY.

Sharps Collection- Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customers residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for seniors. CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

San Fernando's Dedicated CONTRACTOR Recycling Coordinator Roles and Responsibilities

CONTRACTOR envisions the Recycling Coordinator to be instrumental in the fulfillment of each of the aforementioned tasks, act as the champion for the "San Fernando Recycles" program and support the public and education outreach programs as described in this *Proposal*. The Recycling Coordinator will be the responsible for managing the Diversion Program Timeline as described on the following pages of this proposal, which is designed for year one activities to increase recycling participation and to reach the CITY's 50% diversion goal.

December 9, 2013

Exhibit 7

DIVERSION PLAN

The Recycling Coordinator will also act as the CITY's liaison to other CONTRACTOR Departments. CONTRACTOR envisions his/her role will be to work as the Customer Service/Billing Kiosk and support customer service and billing functions as half of the role and work with CONTRACTOR's Municipal Relationship Representative for the other half. He/She will consistently evaluate and stay on target with the Transition, Collection Operation, Customer Service, Public Education and Diversion Plan's as outlined in this Agreement. He/she will ensure all reports, newsletters and education and outreach are produced timely and accurately in a manner that reflects the quality product that is CONTRACTOR and that the CITY deserves.

Summary of Tasks to be Undertaken

With the support of San Fernando's Dedicated Recycling Coordinator, CONTRACTOR will provide the following services (these specific programs are provided in further detail with tasks and timeframes for meeting the year one diversion goals, on the *Diversion Program Timeline*):

- Customer screening, targeting outreach.
- On-site Recycling Opportunity Assessments.
- Customer training.
- · Customer monitoring, troubleshooting, and follow-up.
- Reinforcement for cross-program education and use.
- Program analysis and recommendations.

Summary of Services to be Provided

Captured below is a summary of services to be provided with the support of San Fernando's Dedicated Recycling Coordinator:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
- Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.
- Develop outreach materials about waste reduction, recycling, and composting: distribute such materials when meeting with customers.
- Assist in gaining management support and dedication of staff resources from customers for program implementation.
- Identify and promote other program or recognition opportunities such as potential

December 9, 2013

Exhibit 7

DIVERSION PLAN

Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

- Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.
- Other tasks as requested by customers and/or the CITY.

Diversion Program Timeline

DIVERSION PROGRAMS *Note: Enhocements noted in red	DIVIRSIONTASK and MILISTONIS	SCHEDULE	CONTRACT REQUIREMENT	SID	MID	COMM	cus	schoots
My Republic Rewards	Immediate action will be to prepare a seperate implimentation plan within 60 days of start of service. Republic will present this plan to City for approval. Goal will be to increase SFD diversion year over year and increase program participation via the website year over year.	Start of Service, Ongoing	N	N				
Quarterly Drop Off	Confirm quarterly schedule; Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Quarterly	Y - enhancement	N	x	x	x	
Rooks Recycling Program	Republic to impliment within in 90 days from start of service. Recycle more books year over year.	Ongoing	N	X	х	X	x	x
Semi-Annual Community Paper Shred Days	Confirm schedule; Incorporate in quarterly newsletters; Recycle more paper year over year	Semi-Annual	N	x	x		×.	
Initial Recycling Opportunity Assessments	City/Outgoing hauler to provide customer lists; Republic to conduct prior to start of service; Distribute education and outreach; monitor AB341 compliance	Start of Service	N		x	x	x	
Ongoing Technical Assistance	Recycling coordinator to conduct annually with emphasis on MFD/Commercial accounts with no recycling service; Distribute education and outreach; Monitor AB341 compliance	Annually	N		N	x	x	x
Sharps Collection - enhanced for Seniors	Incorporate in annual brochure and newsletter (see Transition Plan); Recycle more Sharps year over year	Ongoing	Y-enhanced	x	x		x	
City Sponsored Events Collection -enhanced	City Representative to confirm in finalized Agreement. Monitor year over year diversion for improvement.	Annually	Y-enhanced	x	x	x	Ν	X.
Anti-Scavenging	City Representative to confirm in finalized Agreement; Republic to impliment with Public Works and/or other City Departments. Monitor quarterly for reduced scavenging activity.	Ongoing	N	x	x	x	x	x
Green Waste Diversion Programs								
Backyard Composting	Republic to incorporate in annual brochures and new sletters to increase composting participation. Irack annual compost bin purchases through 50% rebute for year over year improvement.	Ongoing	N	x	x	x	x	x
Composting Workshops	Republic to schedule in conjuction with school outreach and confirm with City Representative. Monitor program participation for year over year improvement.	Semi-Annual	N	x	x		x	x
Annual Green Waste Shred Day; Compost and Mulch Giveaway	City Representative to confirm quarterly schedule; Republic to incorporate in quarterly newsletters. Compost and mulch provided to City upon request.	Annually	Y	x	x	x	x	×
Curbside Diversion Programs								
Curbside Bulky Item Pick Up	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y-enhanced	X-curs	X-extra	x.	X	
High Diversion Bulky Item Collection	See above	Ongoing	N	X	X		X	
Holiday Tree Collection - Enhanced for MFD	Incorporate in quarterly newsletters: Monitor diversion for year over year improvement	Annually	Y	x	X extra		X-drop off	
Universal Waste	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement		Y	x	x		x	7 1
Used Oil and Filters	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	x	x		x	
Food Waste Diversion	Republic to incorporate via initial audits according to Transition Timeline. Additional education will be included in annual brochures and ongoing education; Monitor diversion for year over year improvement	Ongoing	Y	Alternative		x	×	x

Other specific collection programs as mentioned in the contract will be detailed in Section 48- Collection Operations Plan. A schedule showing specific programs, task; milestones and timeframes is also provided in Section 5A-Diversion Plan for meeting views on equirements.

Monthly Diversion Education Program Management

As part of our commitment to be a partner the CITY can count on, CONTRACTOR will incorporate a monthly program management report which will include a timetable for

December 9, 2013

Exhibit 7

DIVERSION PLAN

implementation of Diversion and Education and Outreach Program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key activities as established by CONTRACTOR and the CITY Representative. The CONTRACTOR Services Diversion Education Program Management tool is a new resource utilized by CONTRACTOR Services to ensure we are meeting and exceeding our recycling education and diversion goals.

CUSTOMER SERVICE PLAN

All customer service standards, initiatives, and training programs revolve around the five R's of CONTRACTOR's Star and the CONTRACTOR's Mission and Customer Service Goals.

CONTRACTOR also understands that each CITY represents a unique blend of cultures, ideas, and perspectives. That uniqueness is valued and respected, and factored into the refinement of local customer service policies and procedures.

CITY Requirements

CONTRACTOR proposes two offices dedicated to serving the CITY of San Fernando—a local kiosk and a regional Customer Service Contact Center. CONTRACTOR's San Fernando kiosk is proposed to be housed at CITY Hall. The San Fernando kiosk is a convenient location for customers to make payments and for CONTRACTOR's dedicated staff to respond to service inquiries, further details are provided in the following pages of this section. Additionally, CONTRACTOR has a Customer Service Contact Center located in Santa Fe Springs, California, and features a staff of over 40 full-time highly-trained customer service representatives and employs a state of the art Cisco telephone system which identifies customers when their calls are received, automatically pulls up customer records, and provides for a full range of advanced reporting features—allowing the CONTRACTOR to track and report specific data sets for the cities CONTRACTOR serves.

Staffing Levels and Abilities

CONTRACTOR has a highly accurate staffing level forecasting tool it uses to gauge staffing level needs on an ongoing basis. This tool ensures that a live person will answer each phone call within three rings. The tool utilizes the following criteria to determine ideal staffing levels:

- · Monthly peak volume call intervals
- · Event information calls
- · Scheduled Customer Service Representative (CSR) vacations
- · Absenteeism projection
- · Inclement weather or disaster information
- Breaks and lunches (scheduled during low call volume periods)
- Program implementation.

Multi-Lingual Call Center

CONTRACTOR customer service has the following language capabilities in-house: English, Spanish, Cantonese, Vietnamese and Mandarin. All education and outreach will be provided in English and Spanish, additional languages maybe be provided as the CITY may reasonably direct.

CUSTOMER SERVICE PLAN

Dedicated Phone Line and CSR

In addition to our Customer Service Center (and toll-free telephone lines) CONTRACTOR will install a dedicated phone line with a San Fernando phone number and station a Customer Service Representative (CSR) at the local office for customer convenience. This is intended to help put a face to the CONTRACTOR, make CONTRACTOR approachable for San Fernando residents and business managers, and facilitate ongoing communication regarding service in order to continually tailor and improve service delivery to all customer types within the CITY.

CONTRACTOR's customer experience is defined by "one call resolution." CONTRACTOR is proud that when a customer calls the customer service call center they are quickly connected with the appropriate representative who will be able to resolve their needs from beginning to end. When calling, customers are prompted to respond to two main menus of information to get them to the appropriate customer service representative:

Menu 1: Establish Line of Business- Customers are prompted to select a line of business (residential, commercial, industrial.) Once a customer makes this selection they automatically are prompted by the second menu.

Menu 2: Type of Request-Customers are prompted to select what type of service they are calling about (payment, billing question, missed pick, extra pickup, new service request, etc.). After making this last selection they will be directed to a customer service representative who will be able to respond to their service needs without needing to transfer to another representative. This is what we mean by "one call resolution."

Customer Service Standards

The following basic customer service principles are maintained at CONTRACTOR:

- All new residential customers receive the option of getting literature in hard copy or paperless, for garbage, recyclable materials, and green waste collection. All collateral material will also be posted to the CONTRACTOR's new website.
- CSRs will process and accurately enter to InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis and we will provide error-free invoices.
- 3) All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the compliant), within one business day of the receipt. CONTRACTOR's closed loop process must be maintained.
- 4) Commercial/residential on-call service is provided on the date requested by the customer. Roll-off service requires same day service if the request is received by noon local time, or service by noon the next day if the request is received after noon local time.
- 5) Clean, decaled containers and carts are delivered and/or placed on time and exactly

December 9, 2013

Exhibit 8

CUSTOMER SERVICE PLAN

to CONTRACTOR customer requirements.

- 6) Customer site conditions are left in a clean, orderly fashion litter picked up, lids and gates closed and locked, and carts are left neatly on the curb.
- 7) All dispatched services are completed on the day assigned with zero misses.
- 8) Professional CSRs will answer each customer phone call within 25 seconds and no more than three rings.

These Customer Service Standards are evaluated on a regular basis. The Customer Service Manager must report every Monday on the previous weeks' misses, container management progress, unscheduled requests and the speed of answer and abandon rate for the customer service department. The data then populates a weekly summary and trends can be evaluated. In addition, an explanation or action steps must be provided when a goal is not met.

The following page provides a summary of <u>CONTRACTOR's Division Service Standards</u>, which *guarantee* the CITY, and its residents and businesses the quality of service that CONTRACTOR is committed to provide.

Procedures for Handling Common Customer Requests

When fielding a call, CSRs immediately access the customer's account information in InfoPro. The CSRs can access all pertinent information, including service address, pick-up day, rate per month, service level, and a complete history of service requests and resolution.

After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order. The timing for responding to these work orders will be as specified in the Collection Services Agreement.

- If the inquiry is simply for information or clarification about CONTRACTOR programs, the CSR will answer the question and close the file.
- If the request requires action on the part of CONTRACTOR, the CSR will enter a
 work order for the appropriate department to address the matter, end the telephone
 call, and produce an online work order in InfoPro, which must be closed out within
 two days.

Each time a customer calls CONTRACTOR, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Under the new contract, any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order

CUSTOMER SERVICE PLAN

needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts the dispatch after they've completed their assigned route. At this time, the dispatcher will relay any orders the driver needs to complete and will also advise the driver if their assistance is needed in the event of a breakdown on another route.

Depending on the nature of the customer concern, and if the issue has been flagged as a priority, the Dispatch Office radios the Supervisor in charge of the specific route in question, who in turn contacts the driver for resolution of the complaint. CONTRACTOR route supervisors are in the field working in their assigned area, which enables them to meet a driver at the customer's location to resolve the issue as quickly as possible.

Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Containers in Need of Repair, Replacement, or Exchange

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

Customer Service Training and Monitoring

CONTRACTOR has developed comprehensive customer service training that has been

December 9, 2013

Exhibit 8

CUSTOMER SERVICE PLAN

specifically tailored to the Los Angeles Area market and even further tailored to individual communities CONTRACTOR serves. There are two primary components to this training: 1) training schedule; and 2) accompanying materials and resources.

Before new CSRs are allowed to handle phone calls on their own, they undergo an extensive training course that orients them to the general business, to the specific services CONTRACTOR provides, and to their roles and responsibilities in meeting CONTRACTOR's commitments to the CITY of San Fernando and its residents and businesses. This strong training foundation is pivotal to CONTRACTOR's local success at achieving above-average call response and call waiting metrics. All Customer Service staff receives quality-based performance reviews and ongoing training in the most advanced customer service techniques. Interactive training tools and resources for Customer Service Managers are located on CONTRACTOR's internal website.

The training program is entitled Element K and includes in-depth training modules such as Building Strong Customer Relationships, and Customer Service Via Phone and E-mail, as well as Excellence in Technical Customer Service. Each module contains several components. Additionally, as indicated previously, all CSRs are monitored for their call quality, where calls are recorded, evaluated, and reviewed with management. During the review, Supervisors coach employees on soft skills including courtesy, how to be more proactive, and one-call resolution

State of the Art Telephone System

In 2008 CONTRACTOR Services invested in a new state of the art Internet Protocol (IP) Telephony network, powered by Cisco Systems Inc., which included a new telephone system for the Santa Fe Springs contact center. Immediately after its deployment, the center substantially improved telephone reliability, contact center reporting, and quality assurance (call monitoring). Statistically the center made significant increases to its center metrics, grade of service by 11 percent in 2009 and average speed of answer decreased by 5 seconds, while the abandoned call rate declined to less then 3 percent; In 2011, Santa Fe Springs established itself as a leader among CONTRACTOR Services contact centers and provides superior customer experiences to its customer base.

The Cisco phone system provided new and improved reporting features, including real time data thru Cisco Supervisor Desktop and Webview historical reporting. These functions are crucial to managing contact centers and play a key role in meeting metrics. Most recently the center has achieved a less than 9 second average speed of answer and an 87 percent year to date grade of service.

The new phone system also made significant improvements to monitoring capabilities and quality assurance. Leadership staff now benefit from the ability to monitor real time calls or capturing calls for coaching purposes. Previously, monitoring calls was a manual process

CUSTOMER SERVICE PLAN

with a digital recorder; which caused barriers between capturing and coaching. Agents at the Santa Fe Springs contact center benefit from weekly coaching and quality assurance development. With Cisco monitoring features, supervisor and agent collaborate to improve overall customer experiences.

Performance Measures

CONTRACTOR's customer service performance is measured by four programs:

1. External Secret Shopper Program

CONTRACTOR hired BARE International to be third-party secret shoppers. The review form can be found later in this section and further details at http://www.bareinternational.com

2. Customer Service Monitoring – Customer Service Manager

The local Customer Service Manager monitors each CSR at least once each month. A review form can be found later in this section.

3. Customer Service Monitoring – Customer Service Supervisors

CONTRACTOR Customer Service Supervisors listen in on at least five calls each month. It provides them with an opportunity to hear the types of calls coming in and ways that the supervisors can better instruct drivers – our first line of customer service. A review form can be found later in this section.

4. Customer Surveys

Cicero is a CONTRACTOR that uses a sampling methodology to survey our customers in all of our divisions. Key performance indicators include:

- Service Delivery: Missed Pick Up, Extra Pick Up, Container Satisfaction, Container placement, Container Area Cleanliness, and Container movement (Delivery, Exchange, and Removal).
- Problem Resolution: 1st Call Resolution, Communication, Representative Concern, Problem Resolved Satisfactorily, Time Spent on hold, Ease of Contact
- Communication: Customer Service Knowledge, CSR Courtesy, Needed Information is Provided, Billing Accuracy, Billing Readability.

The above provides measurement of service standard success from the customer point of view. Delivery teams can develop and implement corrective action plans and service delivery data fosters a shared ownership of customer satisfaction with customer service, sales, and operation delivery teams.

The customer surveys are reported on a quarterly basis to all Division General Managers and to be shared with the management team.

Service Call Response Matrix

CONTRACTOR is proud of the service it provides to customers. At a minimum,

CUSTOMER SERVICE PLAN

CONTRACTOR customer service standards are as follows, with the goal to always meet these metrics.

- Answer customer calls within five rings (about 25 seconds).
- · Have a call abandon rate of less than three percent.
- · Have a "one call" resolution experience

To receive monitoring scores of 90 percent or greater, calls are monitored for quality daily, and scored immediately. Coaching and feedback is provided the same day.

All new accounts will be personally contacted after their first month of service, after they have received scheduled service and an invoice. CSRs verify they are right-sized with their container, verify driver courtesy and overall service.

CONTRACTOR produces a scorecard every week to chart our customer service response and delivery. Management analyzes the information and works to identify and solve any roadblocks to success.

Customer Account Management

Aside from its professionally trained and supported dedicated employees, the backbone of CONTRACTOR's customer service management is its customized account management software application, InfoPro. There are several modules built into InfoPro, including:

Customer Maintenance. This is the main customer database. Billing information, service location, container specifications, and rate information are the primary components of it. The information contained in this module generally drives the other modules.

Customer Service. This module is used by CSRs to allow easy access to almost any part of the InfoPro system so that customer inquiries can be answered expediently without a transfer to a specialist. Call in service requests are entered here.

Dispatch. This module allows for daily dispatching of scheduled, permanent routes and container delivery.

Routing. From the information keyed in to <u>Customer Maintenance</u>, a routing record is created based on input from CONTRACTOR's routing program, Route Editor.

Vehicle Maintenance. All pertinent information regarding vehicles is entered into this module, such as vehicle make, model, serial number, number of axles, axle capaCITY (weight distribution), engine type and number, and fuel tank capaCITY. Vehicle maintenance activities are recorded against the respective vehicle in this module.

InfoPro captures and uses data to produce a number of helpful reports. Examples of InfoPro production reports include:

- Route Productivity Analysis
- · Route Downtime Analysis

December 9, 2013

Exhibit 8 CUSTOMER SERVICE PLAN

- Customer Service History
- · Customer Service Report
- · Daily Operating Summary
- · Blocked/No Service Report
- · Daily Fuel Report

Container inventory is tracked and managed in InfoPro as well. Inventory is broken down into container type, size, numbers in inventory that are available for use, number in inventory in need of repair, and number in inventory stored at a remote location. This component is automatically updated by the dispatching module as container delivery/removal routes are updated.

InfoPro also produces a number of Divisional management reports to assure each Division is meeting or exceeding performance quotas and corporate standards.

Billing Procedures

CONTRACTOR has extensive experience in residential, multi-family and commercial billing and currently bills several of its Cities for solid waste collection services similarly to San Fernando. CONTRACTOR has the infrastructure and billing system for direct billing to any type of residential, multi-family and commercial customer along with any special detail or billing messages requested by the CITY. CONTRACTOR bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment. Listed in *Section 3-Qualifications* are numerous municipal references (including those of comparable size to the CITY's service area) in which CONTRACTOR provides residential, multi-family and commercial billing services.

As indicated in the *RFP*, the Agreement and corresponding addenda, residential and multi-family and commercial cart customers will receive billing every two months for the preceding service period. If during a month a service unit is added or deleted CONTRACTOR will prorate the bill based on the weekly service rate. Multi-family and commercial bin customers will receive billing monthly and debris box customers will be invoiced upon completion of service.

Invoices will include a notification message with important reminders, holiday schedules, and any other information the CITY would like conveyed. Special education and outreach materials may be included with invoices. Customers will have the means to pay bills through cash, checks, credit cards, through the website (with password protection).

CONTRACTOR will develop and maintain a state-of-the art **website** for the CITY inclusive of all the information required in the *Agreement*.

Collection Procedure

CUSTOMER SERVICE PLAN

As is the current procedures, all invoices are due and payable within 30 days. If payment has not been received within 45 days a reminder notice will be sent. This letter will notify the resident that a late fee will be applied to the account on the first of the following month, approximately 61 days from the initial invoice date.

If an account remains unpaid after 60 days, CONTRACTOR will send the customer notice that all service none other than refuse service will be suspended if payment is not made within an additional 30 days. Notice will be on a form approved by the CITY. CONTRACTOR understands the CITY is not responsible for nor will assist with the collection of delinquent accounts. In the event of a billing dispute or to avoid negatively impacting the public health or safety, CONTRACTOR will continue to provide service to any customer if directed to do so by the CITY, without regard to the status of the account. Additionally, CONTRACTOR may report to the CITY Representative on a monthly basis SFD customers whose account is 90 days past due and MFD accounts 45 days past due.

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR understands and appreciates the CITY's concern for a smooth transition that is least disruptive to the residents and business but also CITY Staff. CONTRACTOR has listened to this concern and proposes to address this by providing a local customer service and billing kiosk offering residents, businesses and CITY staff additional support with the transition, and ongoing. CONTRACTOR's proposes to rent a full workstation from the CITY at a rate to be agreed upon by the CITY and CONTRACTOR. CONTRACTOR's kiosk will provide local billing assistance including receiving cash payment, provide direct customer service assistance, access to public outreach information, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall to ensure residents and businesses can easily make payments and also provide customers and CITY staff the opportunity to redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. During the transition and on an ongoing basis the goal of this representative will also be to support the "San Fernando Recycles" program to ensure customers are educated and invigorated about the new recycling programs and opportunities.

CONTRACTOR proposes the following kiosk service hours (these hours may be revised by CONTRACTOR and the CITY):

- Monday through Friday 4 hours per day from January to March 2014
- Monday, Wednesday, Friday 4 hours per day after April 2014

Customer payment methods will include: cash, check, credit card, internet payment service or automatic withdrawal from a bank. CONTRACTOR's primary Customer Service Center, as specified throughout this section, is also available for additional hours.

Invoices will be produced in InfoPro and transferred to CONTRACTOR to a specialty

December 9, 2013

Exhibit 8

CUSTOMER SERVICE PLAN

contractor for printing and mailing. Invoicing is integrated with InfoPro's general ledger and accounts receivable modules. Invoicing features allow for tax and fee administration, such as for franchise and late fees.

CONTRACTOR is familiar with San Fernando's customer billing requirements. CONTRACTOR will work with the CITY with respect to its billing requirements, such that the Agreement outlines specific requirements for billing customers in arrears for two months service.

CITY Provided Billing Inserts

The CONTRACTOR understands that CITY may provide educational and other material for inclusion in the invoices and will provide this service free of charge to the CITY, such that the inclusion of such materials does not exceed the cost for standard postage for mailing. CONTRACTOR will also provide quarterly newsletters to residents as an enhancement at no additional charge.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Most important to note is that CONTRACTOR is proposing a program that will position the CITY over the long-term to meet the State's 75% diversion goal by the year 2020. CONTRACTOR is committed to supporting the CITY in its goal to restore fiscal solvency, and to be sustainable, not only programmatically and environmentally but for the entire CITY's long-term prosperity. To meet this goal, CONTRACTOR is committed to a two-bin Source Separated Recycling (SSR) system or commingled recycling, as referenced in the RFP, for multi-family dwelling (MFD) and commercial bin customers as its *Base Proposal* for several reasons:

- A two-bin system with SSR generates clean loads of recyclable materials, which is in keeping with a highest and best use philosophy. Cleaner recyclables allow for high-grading of commodities, which generate higher revenues. This helps to offset and stabilize customer rates.
- A two-bin system creates opportunities for recycling awareness and good recycling behaviors amongst residents. CONTRACTOR is especially concerned about the message a one-bin system (with waste and clean recyclables,) sends to children, who are being taught to understand the consequences associated with landfilling materials. A one-bin system with backend processing of waste is out of alignment with environmental curriculum.
- Most importantly, given CONTRACTOR's in depth waste management experience we believe, in this scenario it is of utmost importance to be able to dissect the CITY's waste stream in order to analyze and further ascertain opportunities to increase diversion and augment recycling participation within each CITY sector, in order to reach 75% diversion 6 years from the contract start date, by 2020. The Diversion and Public Education Plan's provided in this Proposal align with this approach.

Charts A, B, and C, which follow, confirm CONTRACTOR's understanding of the scope of work to be done and to convey the collection methodology and additional collection programs it will use to accomplish the scope of work outlined in this Collection Operations Plan

Chart A: Residential Service

Requirement	CONTRACTOR Approach
Weekly automated Refuse collection services with 65-gallon carts.	CONTRACTOR will deploy one Compressed Natural Gas (CNG) automated sideloader collection vehicle listed in Section 4B- Collections Operations with new grey/black carts for consistency with current service, serviced Monday through Thursday only.
Smaller sized 32-gallon and larger 96-gallon Refuse container upon customer request. Up to (2) 96 gallon carts at no cost.	CONTRACTOR will make a full range of solid waste containers available to customers. With the increased outreach planned and described in Section 5B, there is a real possibility of customer migration to smaller MSW containers.
Weekly automated Recyclable material collection services with 65-gallon cart.	CONTRACTOR will implement with CNG automated sideloader collection vehicles and a new 65-gallon blue cart, serviced Monday through Thursday only.

December 9, 2013

	Exhibit 9
	COLLECTION SERVICE OPERATIONS PLAN
Larger size 96-gallon Recyclable material cart upon customer request, for a maximum of (2) 96 gallon carts at no additional cost.	CONTRACTOR will make a full range of recyclable waste containers available to customers. With the increased outreach planned and described in the Public Education Plan, there is a real possibility of customer migration to additional Recycling containers.
Weekly automated Green/Organic waste collection services with 65-gallon carts.	CONTRACTOR will implement with CNG automated sideloader collection vehicles listed in Section 4B- Collections Operations with a new green cart for consistency with current service, serviced Monday through Thursday only Holiday trees collection service are collected by the green waste route and per contract specifications. Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle.
arger 96-gallon Green/Organic waste container upon customer request, for a maximum of (2)-96 gallon carts at no additional cost.	CONTRACTOR will make a full range of green waste containers available to customers. Should the CITY approve the organics collection program alternative, the container specifications will remain the same.
Four (4) on-call Bulky Item Collections not to exceed two (2) tems per pick-up and four (4) cubic yard.	CONTRACTOR will provide six (6) unlimited bulky item pick-ups with a flatbed vehicle in conjunction with the service day.
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used oil and filters at the CONTRACTOR's yard.
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers annually for seniors, as specified in the Diversion Plan.
Diversion/Education Enhancements	 My CONTRACTOR Rewards Program, Books Recycling Neighborhood Watch Clean-Up and Community Recycle Rewards Block Party Compost Workshops and Compost Bin Discount Free Sharps for Seniors (limit 100) and Semi-Annual Community Paper Shred Days Annual Cesar Chavez Scholarship Program for San Fernando College bound student Bulky item collection programs feature non-compaction equipment to facilitate reuse or recycling. Enhanced good corporate citizen involvement.

Chart B: Multi-Family/Commercial Service

Requirement	CONTRACTOR Approach			
At least weekly automated Refuse collection services with frontloader bins in sizes 1.5, 3, 4, and 6 cubic yards or carts.	CONTRACTOR will implement with two Compressed Natural Gas (CNG) frontload collection vehicles and specified bins. Service frequency and container size is based on a number of factors including waste generation rates, customer preference, collection point access, and space constraints. CONTRACTOR will achieve contract diversion rates through the plans described in the Diversion Plan. Cart service will be offered same as SFD.			
Assembly Bill 341 and Commercial Recycling Ordinance	CONTRACTOR guarantees compliance with all Federal, State, and Local regulations and requirements governing recycling programs and diversion. Recycling and diversion plans are described in the Diversion Plan. Service frequency and container size is based on a number of factors including recycling generation rates, customer preference, collection point access, and space constraints.			

December 9, 2013

	Exhibit 9	
COLLECTION SERVICE OPERATIONS PLAN		
Green waste collection service	CONTRACTOR will implement with Compressed Natural Gas (CNG) collection vehicles with bins or new green carts for consistency with current service.	
Food waste collection service	Through the initial recycling opportunity assessments, CONTRACTOR will target businesses generating significant amounts of food waste to offer enrollment with its food waste program. The program will be carted and serviced with the automated collection equipment indicated in subsection <i>A</i> – <i>Vehicles</i> , ensuring each enrolled customer has adequate capacity.	
Bulky item collection	CONTRACTOR will provide 2 free bulky item collection events for MFD customers and commercial customers for an additional cost, utilizing the bulky item collection.	
Universal waste collection Service	CONTRACTOR will provide unlimited free curbside universal waste collection for MFD Customers and Commercial customers will receive 3 free of charge, on regularly scheduled collection days. Both MFD and Commercial customers will receive free universal waste pick-up service at the CONTRACTOR's yard.	
Holiday tree drop-off (MFD customers only)	Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle. As an enhancement, CONTRACTOR will also offer MFD customers free curbside collection of holiday trees upon request.	
Sharps collection service (MFD customers only)	CONTRACTOR will provide Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the Diversion Plan.	
Diversion/Education Enhancements	 CONTRACTOR will personally visit all MFD and commercial businesses and perform recycling opportunity assessments during the transition period to investigate the waste stream and provide information on green waste, food waste diversion and single stream recycling options available. CONTRACTOR will target commercial customers with significant amounts of recyclable materials in the waste stream to increase levels of single stream recycling in the MFD/commercial sector. CONTRACTOR will provide on-site workshops and technical assistance/employee training where needed or requested by customer. MFD customers will also receive FREE Recycling Tote Bags at the contract onset All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent. 	

Chart C: CITY Services/Other Collection Services

Requirement	CONTRACTOR Approach
Weekly Refuse collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in Section 4B-Collections Operations with new grey/black carts for consistency with current service, bins or debris boxes.
Weekly Recyclable material collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in Section 4B- Collections Operations and new blue carts for consistency with current service, bins or debris boxes.
Green waste and/or Organic material Collection Service with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in Section 4B-Collections Operations with new green carts for consistency with current service, or bins or debris boxes. Organic material will be carted.
Public Containers Collection at 78 Locations three days per week (Including liners, enclosures and surrounding debris)	CONTRACTOR will implement with CNG sideloader collection vehicles to service public containers. In addition to the required locations, CONTRACTOR will also service CITY sponsored events and other community events, as described in the <i>Education Plan</i> .
Special event solid waste collection service/large item/bulky Item collection/CITY Projects/Holiday Trees	CONTRACTOR will offer and provide carts, bins, debris boxes or cardboard boxes for CITY sponsored events and other CITY projects as indicated in the Agreement. Debris boxes will also be provided for holiday tree drop off service for the two weeks following

December 9, 2013

	Exhibit 9
C	OLLECTION SERVICE OPERATIONS PLAN
Used Motor Oil and Filters Collection Service Annual Green Waste Shred Day	December 26th. CONTRACTOR will implement unlimited used motor oil and filter collection service with CITY approved container, at the CITY's corporation yard. CONTRACTOR will sponsor an annual shred day for customers shredding of large green waste material. CONTRACTOR will work with the CITY to coordinate and provide free compost and mulch. Additional Earth Day events are proposes, offering up to 100 trees to plant or provide to residents or schools, as indicated in the <i>Public Education</i>
Quarterly Drop-off and Compost Donation Event	Plan. CONTRACTOR will sponsor and conduct quarterly drop off and or compost donation events for additional recyclable waste material as described in the Diversion Plan.
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the <i>Diversion Plan</i> .
Diversion/Education Enhancements	 CONTRACTOR currently provides LAUSD with recycling education and outreach and will continue to provide this for current LAUSD schools and will extend to non-LAUSD Schools in the CITY. For this contract, CONTRACTOR will also: Annual \$10,000 towards Community Investment Fund Annual Cesar Chavez Scholarship Program for college bound student Dedicated Customer Service/Outreach/Billing Kiosk at CITY Hall Annual Community Recycling Block Party and Neighborhood Watch Clean-Up Books Recycling, Compost Workshops and Compost Bin Discount Free Sharps for Seniors (limit 100) and Semi-Annual Community Paper Shred Days Anti-Scavenging Programs Provide additional collection as needed by the CITY for CITY projects and events at no additional charge. All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent. Enhanced good corporate citizen involvement.

Other Specific Collection Services

CONTRACTOR will provide the specific collection services listed below according to the specifications in the Agreement and also referenced in the previous Charts A, B, C. Additionally, because CONTRACTOR is a partner the County can count on, and as further evidence that CONTRACTOR is offering service additional services above and beyond the requirements of the Agreement, CONTRACTOR offers the service enhancements conveyed in Charts A, B and C, in addition to all services identified in the CITY's Agreement. Other specific collection services are described in the narrative that follows. For additional information about how customers will be educated on the "how to's" for all proposed collection services please refer to-Public Education Plan.

Six On-Call Bulky Item Pickups per Year Without Additional Cost - Residential

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Two On-Call Bulky Item Pickups per Year Without Additional Cost - Multi-Family

Quarterly Bulky Item Drop Off Events

Per the *Agreement* CONTRACTOR will provide the above listed scheduled bulky collection services for unlimited amounts of the following materials, within 24 hours advance notice by the customer.

- Bulky Items: Furniture, bedding, mattresses, box springs, lumber, tires, and so forth.
- Covered and Consumer Electronic Devices: Covered e-waste such as computers, computer peripherals, telephones, answering machines, radios, stereo equipment, and so forth.
- Major Appliances/White Goods: Refrigerators, water heaters, stoves, and so forth.

CONTRACTOR will provide collection of these materials at the customer's designated set-out site on the customer's regularly scheduled collection day. CONTRACTOR will use a combination of frontloaders and flatbed vehicles for the collection of the above materials, the specifications of which are outlined in subsection *A-vehicles* located within this Section.

High Diversion Bulky Item Waste Collections

Bulky item collections for SFD and MFD customers, will be conducted according to the above listed schedule. Bulky Item collection to the extent feasible will take place without the use of compaction equipment to preserve the value of the materials for potential reuse.

Universal Waste Curbside Collection Program

CONTRACTOR will take any amount of U-waste set at the curb for recycling. Small electronic waste items such as cell phones may be placed on top of the recycling cart so they are not missed. Larger items may be placed next to the recycling cart. Should collection crews encounter large amounts of e-waste, workers will radio dispatch to send a bulky item collection crew out right away to pick up the materials. Residents may place household batteries and compact fluorescent light bulbs in ziplock baggies on top of their recycling carts for collection. All drivers will have secondary containment on their trucks to store small quantities of batteries and light bulbs during route collection activities. Batteries will be deposited into larger containers/drums at the Sun Valley facility for collection by CONTRACTOR's battery removal vendor.

Used-Oil and Filters Collection

CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used-oil and filters at the CONTRACTOR's yard.

Holiday Tree Collection

Beginning December 26th and extending for the first ten regularly scheduled collected days annually, CONTRACTOR will provide curbside collection of all holiday trees. All holiday trees are collected utilizing regular collection equipment and personnel during this period. To remind customers about the holiday tree collection program and to convey guidelines, the CONTRACTOR may send out holiday tree collection information in billing statements or in newsletters, in the period just prior to the holiday season.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

As an enhancement, CONTRACTOR will collect holiday trees from multi-family premises from regular collection points upon request. The CONTRACTOR will also provide a holiday tree drop off for the first two weeks following December 26th at a location designated by the CITY Representative for additional holiday tree collection.

Sharps Collection- Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customer's residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for Seniors. CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

CITY Services

CITY Facilities Collection

The implementation and collection of refuse, recyclables, green waste, food waste, used oil and debris boxes from CITY facilities will be managed identically to commercial/MFD customers. Also, these facilities are blended in to the routing/collection assumptions included in this section.

CITY Sponsored Events

CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events or other events as deemed by the CITY in Exhibit 4 of the Agreement.

CONTRACTOR will supply a coordinator to work with the CITY and other community/civic groups to assist in the planning of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least; CONTRACTOR has special expertise to share relative to several of the events, marked with an asterisks.

Current Sponsored Events:

Additional CONTRACTOR Proposed Events:

- Cesar Chavez (Mar)
- · Relay for Life*
- Heritage Days (Jun)
- Little Leagues (by request)*

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

- Fourth of July (Jul)
- Composting Workshops*
- Summer Concerts (Aug)
- School Fundraising Activities*

El Grilo (Sept)

· E-Waste Recycling Collection Event

- Paper Shred Day*
- Menudo-Cook Off (Oct) Christmas Tree Lighting (Dec)
- Earth Day Celebration*
- Green Waste Shred Event

CITY Street Receptacles and Public Collection

Public containers will be collected utilizing the bulky item collection crew and equipment, CONTRACTOR has allocated sufficient room in its routing for the collection of the public receptacles. The collection crew will scan the area for litter cans that require service first thing each morning 3 days per week on Monday, Wednesday, and Friday. CONTRACTOR will ensure that refuse is separated from recyclables to optimize diversion. This will be accomplished with a front loader, they will have a broom and shovel to clean any refuse dropped. Before departing the CITY they will check in with their supervisor/dispatch so any litter cans that require an additional service will serviced at end of day.

The Route Supervisor will also be on hand to inspect for any overflow and will dispatch the nearest residential route to service overflowing containers immediately.

Annual Green Waste Shred Day

CONTRACTOR will sponsor and coordinate with the CITY Representative a green waste shred day for customers shredding of large green waste material. CONTRACTOR will offer residents free compost and mulch during the event at no additional cost. Mulch and compost will be provided in roll-off containers and CONTRACTOR's team will be on-hand and available to offer residents the compost and mulch individually. CONTRACTOR will also provide free compost and wood chips for CITY sites as needed.

Emergency Collection and Disposal Services

This value-added program is well-developed, fully operational, and ready to implement; it is discussed at the conclusion of this section.

A. VEHICLES

All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. CONTRACTOR ensures all vehicles meet all specifications set forth in the RFP and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193. For this contract, frontline collection equipment for solid waste, recyclable materials, and green waste and/or organics will consist of alternative fuel vehicles compressed natural gas (CNG).

January 19, 2021

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will allocate a combination of 7 frontline vehicles and an adequate number of support vehicles to meet the unique needs of the residents and Service Area, as indicated in the *Equipment Chart* located at the end of this subsection. **All of CONTRACTOR's frontline equipment for this contract will be CNG-powered.** CONTRACTOR's Sun Valley Division has a CNG fueling station installed on its premises. Other items of note that pertain to all collection vehicles, regardless of line of business include:

- Frontline collection vehicles will be labeled/identified as per the CITY's Agreement.
- All collection vehicles are stored in a secure and sanitary location: CONTRACTOR's Sun Valley Division operations yard.
- Regarding service, containers will be returned, upright, to their original set-out location.
- Drivers are also required, through CONTRACTOR policy and consistent with Agreement terms and conditions, to clean up any litter attributable to collection activity.

Equipment

The chart below indicates the frontline vehicles CONTRACTOR will utilize to make collections in the CITY of San Fernando, including vehicle type, model, year of manufacture, and anticipated remaining useful life as of the date of inventory.

Equipment List

Line of Business	No. of Units	Vehicle Type	Make	Model	Engine	Body Model	Year	Remaining Life
Residential/Cart Cu	stomers							
Trash	1-	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Recyclables	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Organics	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Commercial/MFD B	in Custome	ers						
Trash		FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Recyclables	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Organics/	1	FEL	Autocar	Pacific	Cummins	Mcneilus	2012	12
Food Waste								
Industrial								
Roll-Off*	1	R/O	Autocar	Amrep	Cummins	Amrep	2013	12
Special Services								
Bulky Iten	1	Stake-Bed	Navistar	4300	International DT	Maxin	2006	6
Collection								
Total Size of	7		- 4	9	*	-	17	
Dedicated Fleet								

Delivery Guarantee

CONTRACTOR will utilize 2011 vehicles to commence franchise services in the Service.

Vehicle Specifications

December 9, 2013

Exhibit 9 Collection Service Operations Plan								
Vehicle Type	Fuel	Axels	Gross Weight	Maximum Load Capacity	d Turning Diameter	Number of Collection Compartments		
Residential Equipment	CNG	3	34540	54999	N/A	1		
Commercial Equipment	CNG	3	38140	54999	N/A	1		
Roll-Off	CNG	3	28000	32000	N/A	1		
Flatbed	DIESEL	2	8000	10000	N/A	1		

Benefits of Proposed Collection Vehicles

Residential Automated Curbside Collection: CNG Residential Automated Sideloaders

The residential side-loading collection vehicles specified are ideally suited for the solid waste and recyclable materials collection tasks required for the CITY's residential single family dwelling (SFD) and multi-family dwelling (MFD) cart customers, maximize productivity, and therefore increases the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the residential collection applications contemplated in this proposal. These automated sideloaders will be used in the Service Area to collect residential refuse, recyclables, and green waste /organic material. In compliance with the *RFP* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections. Also as outlined in the previous subsection, these vehicles will accommodate the following collection applications:

Fully Automated Collection:

This procedure involves the collection of carts placed at curbside and not obstructed, such that collection can be made in a fully-automated manner, without the driver dismounting the vehicle.

Commercial Collection: CNG Frontloaders

The commercial front-loading collection vehicles specified are specifically selected for the solid waste, recyclable and green waste/organics materials collection tasks required for the CITY's commercial and multi-family dwelling (MFD) bin customers, maximize productivity and are lightweight, and therefore increase the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the commercial collection applications contemplated in this proposal. These automated front loaders will be used in the Service Area to collect commercial refuse, recyclables, and green waste or organic material. In compliance with the *Agreement* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections.

Industrial Collection: CNG Roll-Off Vehicle

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will operate one CNG roll-off vehicle for the CITY of San Fernando industrial collection service. The Roll-off vehicle selected will be manufactured by Autocar with Amrep frames. The vehicle will be equipped with automatic tarps for fast and complete covering of open top containers prior to transport. The roll-off truck will be equipped with a revving cylinder system (as opposed to a wench system) for lifting boxes onto the truck frame. This system is faster, stronger, and safer than the traditional wench system included with many roll-off units.

Bulky Item Collection, Universal Waste and Other Ancillary Collection Applications: Flat Bed Truck

CONTRACTOR will operate one flat bed vehicle with a lift gate for the collection of bulky items that cannot be compacted, such as white goods, e-waste, and covered electronic devices, as well as for cart delivery and exchange requests. The vehicle specified is a 24-foot flatbed trucks.

Maintenance Vehicles/Pick-Up Trucks

CONTRACTOR will utilize fully equipped road call maintenance vehicles to provide service in the field in order to respond to collection vehicle calls for assistance or repair. The cab and chassis will be manufactured by Ford and the truck will be fully equipped with compartments, tools, supplies, an air compressor, and other items to provide quick response and dependable road call service as needed.

Environmental Benefits of Proposed Collection Vehicles

The aforementioned information captures the benefits of the collection equipment CONTRACTOR has specifically selected for the CITY of San Fernando. The information provided below is intended to address the CITY's request to provide information on how the vehicles proposed will reduce air emissions, and reduce wear and tear on CITY streets.

- Right-Sizing Service: CONTRACTOR will right-size services levels/container capacity such that
 collection points look consistently clean and neat. This collection system creates an aesthetic
 appearance whether or not containers are placed within an enclosure. This collection system also
 ensures routing is optimized such as to reduce traffic and wear and tear on streets by ensuring
 service is consistent with customer needs.
- Maximum Legal Payloads: Routes are configured and wheel weight distributions expertly
 engineered to maximize payloads/efficiency and minimize CONTRACTOR's carbon footprint.
- Quiet: Ten CNG vehicles produce <u>less</u> noise while idling than one diesel collection vehicle idling.
 CNG-powered vehicles also reduce greenhouse gas emissions by approximately 23 percent over
 diesel models. CONTRACTOR is proud to convey all of the frontline equipment, comprising
 of 7 total vehicles, selected for San Fernando are CNG.
- Routing: All route activities will be conducted during the District's specified hours. The operations
 base from which each route is dispatched is determined based primarily upon optimizing
 efficiency, however, CONTRACTOR's thorough, dynamic routing approach also enhances
 worker/public safety, reduces carbon inventories, and minimizes street wear and tear. There are
 two components to routing: mapping and data confirmation, and route balancing.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Mapping and Data Verification: CONTRACTOR uses a sophisticated software program called *Route Editor* in tandem with its customer database to plot and develop routes. All driver activities and offload sites are taken into consideration in the route development process.

Route Balancing and Finalization: Route supervisors review proposed routes to document travel paths. Special treatment is given to areas where children are frequently present; in addition to the schools themselves this also includes playgrounds, parks, community centers, and libraries. Finally, routes are balanced to ensure that volumes/tons collected are equalized between them, and that when all productivity assumptions and driver activities are factored in hours worked are also equalized between drivers to the greatest possible extent. Route Editor technical information will be provided to the CITY upon request.

Environmental Stewardship

Additionally, CONTRACTOR's commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

- Motor Oil
- Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment with Network Fleet Global Positioning System (GPS) for efficient communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Network Fleet is accessible from any computer, easy to use, customizable, and offers data access management features for unlimited users. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel.

Field communications are conducted utilizing Nextel cellular phones/two-way radios. Field communications are directed through Dispatch to Field Supervisors and Drivers. The CONTRACTOR's workorder system ensures all requests are completed.

CONTRACTOR's Nextel phones employ Nextmail technology, which allows for the transmission of a voicemail message in the form of an email to an individual or group. This feature is based on walkie-talkie technology—providing additional reliability. To use the feature, Dispatchers press the talk button on their handset and record their message, which is then transferred to the driver(s) as an email with an embedded link to click on to listen to their message. This allows for the transmission of global messaging

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

to all drivers, to select drivers, or to a single driver. CONTRACTOR has communications protocols in place to ensure all requests are closed each day.

Vehicle Maintenance and Safety

All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. CONTRACTOR vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime. These procedures, along with CONTRACTOR's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

CONTRACTOR has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The CONTRACTOR keeps accurate and detailed maintenance logs—available to CITY personnel for inspection upon request—identifying each vehicle by unique identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed. Recently, CONTRACTOR has implemented a new maintenance initiative entitled *One Fleet*. Information about the program is included in an attachment located at the conclusion of this subjection. If for any reason a vehicle cannot be repaired in a reasonable amount of time an alternate vehicle will be deployed to complete the route. Due to the CONTRACTOR's close proximity to the CITY, CONTRACTOR has the ability to deploy a vehicle within a half hour.

Tracking and Reporting of Equipment Maintenance and Repairs

CONTRACTOR's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to CONTRACTOR policies relative to such is called *Dossier*, which enables CONTRACTOR to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with CONTRACTOR policy and procedure. Some of the maintenance-related reports the *Dossier* system produces and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Vehicle Inspection Reports - Vehicle Scheduled Maintenance

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver, and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements. The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to: tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

Vehicle Scheduled Cleaning, Appearance and Information

CONTRACTOR maintains its solid waste and recycling collection fleet in clean condition and in excellent repair at all times. All vehicle parts and systems are checked by maintenance staff according to CONTRACTOR's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely. CONTRACTOR's route drivers are required to conduct pre- and post-trip vehicles inspections, as referenced previously in this section, as part of the daily routine in order to assure all equipment is operable and safe before use. CONTRACTOR washes all collection vehicles at least once a month at a wash station to ensure vehicles clean appearance conforming to Best Management Practice guidelines for non-point source pollutants, and in accordance with the Agreement. CONTRACTOR's vehicles will appear with the following information on the outside: CONTRACTOR name, telephone, vehicle identification number and vehicle driver alert sticker information (further information regarding the driver alert safety program is provided under Safety.)

Vehicle Signs

As indicated in the draft *Franchise Agreement*, CONTRACTOR's vehicles are equipped with frames that are capable of securing signs in the dimensions provided (at least six inches high on each side and the rear of the vehicle.) Consistent with the *Agreement*, CONTRACTOR will not install signs except those promoting recyclable materials and organics waste programs. CONTRACTOR will work with the CITY and obtain the CITY Representative's approval prior to producing and installing vehicle signage.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Equipment Safety Features

All CONTRACTOR collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:

- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- Dual air horn
- Prutsman 7 x 16" West Coast Mirrors
- Dual convex safety mirror
- · Body hoist, arm, rear door warning alarms
- · Rear working strobe warning light.

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, as previously stated each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

Reserve Fleet

CONTRACTOR maintains a reserve fleet comprised of a sufficient number of units to be used in the event that a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs. Service interruptions due to mechanical breakdowns on route will be further minimized since the CONTRACTOR's solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

B. CONTAINERS

Automated Carts

CONTRACTOR proposes to procure new residential carts that will be injection molded (with the name of the CITY, type of materials to be collected and with instructions for proper use) and manufactured by Otto Industries meeting CITY Specifications.

CONTRACTOR has secured a guarantee from cart manufacturer Otto Environmental to produce and deliver to CONTRACTOR's Sun Valley Division a sufficient inventory of carts that match the CITY's specifications as outlined in the *Agreement*.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR has outstanding rapport with the manufacturer. See the letter guaranteeing manufacture and delivery of the carts on the following pages of this subsection. Otto Environmental carts meet all specifications outlined in the *Agreement*. Container Specifications are as follows:

Container Chart

Automated Cart Specifications	Refuse Carts	Recycling Carts	Green/Food Waste Carts							
opecifications	Residential Sizes:	Residential Size:	Residential Size:							
	65 gallons = default size	65 gallons= default size	65 gallons= default size							
	96- and 32- gallon also offered.	96- and 32- gallon also offered.	96- and 32- gallon also offered.							
Color	Dark Grey/Black	Blue	Green							
Dimensions for 65 gallon Container	Overall height: 42.3", Loa 29.5", Minimum Grip Diame		ll width 25.125", Overall depth:							
	Overall height: 42.3", Loa 29.5", Minimum Grip Diame		ll width 25.125", Overall depth:							
	Overall height: 38.5", Loa 22.50", Minimum Grip Diam		all width 18.88", Overall depth:							
Shape	Contoured body optimized	for automated lifting equipr	ment							
Wheel	32g-8", 65 & 95g - 10"									
Base Structure	perimeter. The wear ridges	e bottom of the container has molded in wear ridges that extend around the bottom imeter. The wear ridges protect the container from abrasive wear on hard surfaces add structural support to the container base.								

Benefits of Automated Carts Selected

Lids: Containers have lids which continuously overlap the container body and that:

- · Prevent intrusion of water, rodents, and other vectors.
- Prevent odor emissions.
- Enables the complete flow of materials from the container while being emptied.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Body Design: Containers are engineered such that

- · They are weighted to mitigate toppling over while empty due to wind and other factors.
- · They are easy to maneuver.

Recycled Content: Containers are engineered such that

- They are made of at least 30% after-market recycled material
- They are made of at least 50% of virgin resin to ensure that the plastic has the integrity to withstand the "robust" use it gets from truck lifters and grabbers.

Manufacturer Warranty: Containers are covered such that

- The manufacturer's warranty for the carts is ten (10) years against manufacturer defects.
- More specifically, the warranty covers failure in normal and regular use due to improper or inadequate materials or defective workmanship, for a period of 10 years from date of shipment.

Bins

Debris Bins will be provided ranging in size from 1 to 6 cubic yards capacity. The bins will be freshly painted at the start of the new Collection Services Agreement and will be labeled, painted, laminated or embossed with a unique identifications number and the type of materials to be collected.

Debris Boxes

Debris boxes will be provided ranging from 10 to 40 cubic yards to residents and businesses on an as needed basis. Debris boxes will be newly painted, property marketed and in good working order.

Container Past Experience

As inferred in CONTRACTORs References and Experience Citations provided in the CONTARCTOR's proposal, the CONTRACTOR has ample experience in coordinating the delivery, exchange and/or refurbishment of containers through the many local transitions and program start-ups the CONTRACTOR has conducted in Los Angeles County. As the largest holder of exclusive integrated waste management services contracts in Los Angeles County holding long-term exclusive solid waste collection contracts with 27 municipalities in the Los Angeles, CONTRACTOR has experience with every type of cart, bin and debris box container and for the purposes of this contract, CONTRACTOR has specifically selected the identified manufacturers which the CONTRACTOR has extensive experience providing quality, durable and reliable containers. CONTRACTOR services over 225,000 residential curbside accounts and approximately 16,000 commercial/industrial accounts within the 27 exclusive contacts has consistently used the manufactures presented throughout our contracts located in the CITY and County of Los Angeles.

Otto Environmental Systems specifically is selected as the manufacturer of choice for the CITY of San Fernando to make waste and recycling in the CITY a more sustainable process. Throughout many of CONTRACTOR's newly transitioned Cities, CONTRACTOR has witnessed the benefits of utilizing these carts including their level of recycled content, the use of fewer materials in their manufacturing process, the longevity of their products and ease of cleaning. The plastic and steel axels both utilize recycled

Page 160 of 198

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

content which meet the direction of the CITY of San Fernando's goals. Otto carts are also molded and assembled in the USA. Additionally, raw material for recycling bins is sourced 100% domestically.

Container Capacity

CONTRACTOR affirms the containers selected provide sufficient capacity based on the requirements in the *Agreement*. Additional container specifications including but not limited to volume capacity and load.

Container Maintenance, Cleaning, Standard Appearance

CONTRACTOR will maintain a sufficient inventory during the term of this Agreement for replacements and exchanges. Whenever a container is delivered to a customer, regardless of the situation, it will be clean and in excellent working condition. The container will be labeled as indicated in the *Agreement* with the name of the CITY, type of materials to be collection, and instructions for proper use. All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR will perform an annual inspection and cleaning of bins and debris boxes once each agreement year, at no charge to the CITY or customer. At this time, CONTRACTOR will inspect all bins used for refuse, recycling, organic waste, and debris boxes once a year and will replace those bins or containers needing cleaning or repair with clean bins or containers that are in proper condition and remove the dirty or faulty bins or containers for cleaning or repair.

Attachment: Container Guarantee

December 9, 2013

Exhibit 9 Collection Service Operations Plan



Otto Environmental Systems (AZ), LLC

901 N. Tweedy Road Eloy, AZ 85231 Telephone (877) 385.8460 Facsimile (520) 466-3463

August 7, 2013

Mr. James Pledger General Manager Republic Services 9200 Glenoaks Blvd Sun Valley, CA 91352

Re: City of San Fernando

Dear Mr. Pledger:

This letter confirms Otto Environmental Systems will supply all residential containers needed for Republic Services to be used in the upcoming contract in the City of San Fernando, Otto Environmental Systems' residential containers have a ten year, non-prorated warranty and meet or exceed all requirements pursuant to the RFP documents issued by the City of San Fernando, Otto Environmental Systems has already slotted adequate production time in our Eloy, Arizona manufacturing facility to ensure all containers will be produced within the designated time frame. Should additional containers be needed as the distribution is occurring, we will react accordingly so that all service requirements are met by Republic Services.

Otto Environmental Systems has an Assembly and Distribution plan in place to ensure that all carts are delivered to the residents within the designated contract timeline.

Additionally, Otto Environmental Systems has a history of successfully supplying containers recently used in large scale rollouts throughout Southern California and North America.

As such, we are capable of branding and/or labeling earts in order to meet or exceed all specifications as outlined by the City of San Fernando.

If you have any questions or require additional information please give me a call. Thank you for considering Otto Environmental Systems as your supplier of residential containers for the City of San Fernando.

Respectfully,

Christopher J. Sauritch Director of Sales Western Division

A Subsidiary of Otto Industries North America, Inc.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

C. ROUTE OPERATIONS

Number of Vehicles

January 19, 2021

CONTRACTOR will allocate a combination of 7 frontline vehicles (<u>all CNG</u>) and an adequate number of support vehicles to meet the unique needs of the residents and businesses in the Service Area

Routes

Preliminary routing assumptions are presented in the cart below. CONTRACTOR understands the CITY's interest in reducing service dates and reducing wear and tear on CITY streets. The following San Fernando Collection Details chart demonstrates that CONTRACTOR has achieved a reduction in the number of SFD collection days, by eliminating Friday as a service collection day. Collection services will be coordinated to the CITY's street sweeping schedule and parameter as outlined in the Agreement.

San Fernando Collection Details

Truck Type RSL	Hours	Loads	Hours	Loods	Hours	Loads	Hours	Loads	Hours	Loods	Hours	Loods	Total
RSL													Hour
	11.5	2	11.5	2	11.5	2	11.5	2					46
RSL	11	1	11	1	11	1	11	1					44
RSL	11	2	11	2	11	2	11	2					44
RSL	5	1	5	1	5	1	5	1					20
l Routes													
FEL	22	4	22	4	22	4	22	4	22	4	16	2	126
GW FEL	10	1	10	1	10	1	10	1	10	1			50
Routes es)	Hous	Loads	Hours	Loads	Hours	Loods	Hours	Loads	Hours	Loads	Hours	Loodi	Total Hour
RO	12	10	12	10	12	10	12	10	12	10	8	6	68
	RSL RSL II Routes FEL GW FEL Routes es)	RSL 11 RSL 5 Il Routes FEL 22 GW FEL 10 Routes Houses RO 12	RSL 11 2 RSL 5 1 Il Routes FEL 22 4 GW FEL 10 1 Routes Hous Looks es) RO 12 10	RSL 11 2 11 RSL 5 1 5 Il Routes FEL 22 4 22 GW FEL 10 1 10 Routes Hours Loods Hours RO 12 10 12	RSL 11 2 11 2 RSL 5 1 5 1 Il Routes FEL 22 4 22 4 GW FEL 10 1 10 1 Routes Hours Loods Hours Loods RO 12 10 12 10	RSL 11 2 11 2 11 RSL 5 1 5 1 5 I Routes FEL 22 4 22 4 22 GW FEL 10 1 10 1 10 Routes Hours Locas Hours Locate Hours RO 12 10 12 10 12	RSL 11 2 11 2 11 2 RSL 5 1 5 1 5 1 IROUTES FEL 22 4 22 4 22 4 GW FEL 10 1 10 1 10 1 ROUTES Hours Locas Hours Hours Locas Hours Locas Hours Hours Locas Hours Hours Locas Hours Hours Locas Hours	RSL 11 2 11 2 11 2 11 RSL 5 1 5 1 5 1 5 1 5 I Routes FEL 22 4 22 4 22 4 22 GW FEL 10 1 10 1 10 1 10 Routes Hours Loods Hours Loods Hours RO 12 10 12 10 12 10 12	RSL 11 2 11 2 11 2 11 2 11 2 RSL 5 1 5 1 5 1 5 1 5 1 IROUTES FEL 22 4 22 4 22 4 22 4 GW FEL 10 1 10 1 10 1 10 1 ROUTES Hours Loods Hours Loods Hours Loods Hours Loods RO 12 10 12 10 12 10 12 10 12 10	RSL 11 2 11 2 11 2 11 2 RSL 5 1 5 1 5 1 5 1 RSL 5 1 5 1 5 1 5 1 RSL 5 1 5 1 5 1 5 1 ROUTES FEL 22 4 22 4 22 4 22 4 22 ROUTES Hours Locals Hours Locals Hours Locals Hours RO 12 10 12 10 12 10 12 10 12 10 12	RSL 11 2 11 2 11 2 11 2 RSL 5 1 5 1 5 1 5 1 RSL 5 1 5 1 5 1 5 1 ROUTES FEL 22 4 22 4 22 4 22 4 22 4 GW FEL 10 1 10 1 10 1 10 1 10 1 ROUTES Hours Loods Hours Loods Hours Loods RO 12 10 12 10 12 10 12 10 12 10	RSL 11 2 11 2 11 2 11 2 11 2 11 2 11 1	RSL 11 2 11 2 11 2 11 2 11 2 11 2 11 1 2 11 1 2 1 1

December 9, 2013

Exhibit 9 Collection Service Operations Plan

Staffing Chart

CONTRACTOR will assign one professionally trained driver to each route and more than adequate staffing for all route operations, maintenance and customer service. Based on the current operating assumptions, CONTRACTOR will require one driver per vehicle with 3 passes per account by commodity (MSW, Recycling and Green Waste or Organics.)

The Employees not named in the <u>Organization Chart</u> in <u>the CONTARCTOR's proposal</u> and involved in daily operations that pertain to the route operations, including drivers, mechanics and customer service personnel are included in this <u>Staffing Chart</u>

Activity	Drivers
Residential	3
Commercial/Multi-Family	3
Roll-Off	1
CITY Services	1
Maintenance	
Mechanics	13
Call Center /Billing Represer	ntatives
Customer Service Representatives Local call center.	e 48
Dedicated CSR/Outreach Billing	1 1

Dedicated Drivers

CONTRACTOR's experienced drivers have been serving the Greater San Fernando Valley area for many years. These drivers are incredibly familiar with the routing and operations of CONTRACTOR Services cities, and they take pride in serving the community, the neighborhoods, the residents, and customers with unique service needs. CONTRACTOR's drivers are committed to adhering to the safety requirements when traveling within the area. CONTRACTOR honors our drivers not only for their daily commitment to service and for completing our rigorous safety training programs, but the CONTRACTOR also honors and award our drivers for providing value-added service that goes above and beyond their daily charge, as referenced in the additional programs depicted on the following pages in this section.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Driver Responsibilities:

- Perform complete pre- and post-operation inspection of the vehicle in accordance with CONTRACTOR policy to ensure tire pressure, fluid levels, safety equipment, gauges, and controls are in proper working order. Report any safety issues on standard reports.
- Safely operate his or her heavy truck along his or her designated route and to the disposal site; read route sheet, follow map and service each customer as identified on the route sheet or as assigned by the dispatcher and/or supervisor.
- Operate manual and/or automatic controls in accordance with CONTRACTOR safety
 policies and procedures to lift and load refuse, operate compactor and dispose of collected
 material at the designated facility.
- Courteously interact with all customers, dispatchers and others on a daily basis to ensure all customer routes are serviced in a timely manner.
- Identify unsatisfactory waste containers and tag containers in accordance with applicable departmental procedures.
- Continuously monitor waste for evidence of unacceptable waste.
- Clean area around an accidental waste spill, ensuring adherence to all applicable safety standards and policies.
- Continuously monitor the condition of the vehicle to ensure it is operationally ready at all times to minimize down time; clean waste from the packer blade and truck body on each disposal trip.
- · Complete required route/productivity sheets, VCRs and other reports, as required.
- Maintain adherence to required productivity standards for the department to ensure all customers are serviced in a timely and efficient manner.
- Follow all required safety policies and procedures.
- Actively participate in the CONTRACTOR's ReSOP program.
- · Perform other job-related duties as assigned.

Vehicle Advantages/Disadvantages

CONTRACTOR is proud to emphasize all of the frontline equipment, comprising of 7 vehicles, selected for San Fernando are CNG. CONTRACTOR recognizes ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

emissions by approximately 23 percent over diesel models. One of the disadvantages of CNG vehicles is the reduction in capacity due to the additional weight of the CNG fuel tanks.

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment and Network Fleet Global Positioning System (GPS) for communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel. Provided below is a detailed quality control plan, called *Driver Service Management (DSM)* which has been implemented in the Sun Valley division to ensure extensive driver check-in and provide superior customer service.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, the Sun Valley Division has implemented a CONTRACTOR quality control program called *Driver Service Management* (DSM).

Driver Service Management includes an extensive driver check-in process. Regular auditing of paperwork to ensure procedures are consistently and correctly followed provides another tier of monitoring. The program carries a guaranteed commitment to address and completely resolve all driver issues within seven days of discovery. Other key benefits of this program include:

- Increased driver communication and accountability with CONTRACTOR management.
- Improved documentation and resolution of driver issues.
- · Improved customer service: for example, reduction in misses and accurate reporting of overages.
- Improved on-route safety.

The program is monitored and conducted by a CONTRACTOR Driver Service Coordinator, whose responsibilities include:

- · Conducting pre-route briefing with drivers;
- Conducting post-route briefing with drivers;
- · Entering and monitoring DSM issues;
- · Running and distributing reports.

Drivers are responsible for observing and recording issues while performing collection duties, and interacting with the Driver Service Coordinator during the pre- and post-route briefings and reporting issues each day.

The following CONTRACTOR department managers receive daily reports from the Driver Service Coordinator each day: customer service, maintenance, operations, sales, and safety. CONTRACTOR's General Manager is responsible for stepping in to expedite resolution of critical issues as necessary.

The objective of the <u>pre-route briefing</u> is to ensure all drivers have the necessary tools to run their routes safely, competently, and with great accuracy each day. The Driver Service Coordinator reviews the following topics during the briefing:

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

- Confirms the driver is wearing the proper uniform and gear: clean uniform and personal protective equipment (PPE).
- Confirms the driver has the necessary route paperwork: sequenced route sheets and special/extra paperwork.
- Confirms the driver has completed the pre-trip vehicle inspection report (VCR).
- Expresses CONTRACTOR expectations that the entire route will be completed that day.

During collection activities, drivers are instructed to make notes on their route sheets throughout the day.

The objective of the <u>post-route briefing</u> is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the *Driver Check-In* form and drivers must sign the form before clocking out each day. Topics covered are conveyed in the post-route information sheets included at the end of this section.

Finally, Driver Service Coordinators are responsible for entering new issues into CONTRACTOR's computer system on the day the item is reported during the post-briefing. Issues are assigned to the appropriate department in this process. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining to safety items such as low hanging wires or dangerous container locations; and maintenance will be forwarded issues such as container repair/replacement needs.

The Driver Service Coordinators are responsible for generating and distributing reports to the appropriate CONTRACTOR managers for resolution. They are also responsible for follow-up and tracking of open items. Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to a quick resolution. CONTRACTOR's OSC program auditor reviews all documentation and processes regularly to ensure full compliance. The following reports are issued through this program:

- 1. Driver Services Issues Cover Sheets are printed automatically each day for any route that has associated issues and is distributed to drivers along with their daily route sheets.
- 2. Open Issue Reports are run daily by department managers and includes the day's new issues.
- 3. Aged Open Issue Reports are run by the Driver Service Coordinator as needed and is intended to bring awareness to the General Manager of challenging issues that need to be closed out.
- 4. Closed Issue Reports are posted weekly in the driver break room to increase driver awareness.

List of Vehicle Collection by Material Type

The Equipment Chart located in Exhibit provides information for the type of material each vehicle will collect.

D. FACILITIES

The facilities CONTRACTOR will utilize by program type are listed below, including the facility name, owner, location, capacity and distance from the CITY centroid. CONTRACTOR guarantee's capacity for all commodities between our own facilities and third party facilities listed below.

December 9, 2013

	Exhibit 9		
	COLLECTION SERVICE OPE	RATIONS PLAN	
acilities			
Program	Facility/Owner/Location	Distance from CITY	Capacity
ingle Stream Recycling	SunValleyPaperStockOwner:AllanCONTRACTOR8701SanFernandoRoadSun Valley, CA 91352	7 miles	750 Tons per day
	Contingency:ConservationStationOwner:RandfamInc20833SantaClaraStreetSantaClarita,CA91351	14 miles	200 tons per day
	CVT Recycling Center /MRF Owner: CONTRACTOR Services 1131 N Blue Gum Street Angheim, CA 92806	51 miles	6,500 tons per day
Municipal Solid Waste Collection	Sunshine Canyon Landfill Owner: CONTRACTOR Services 1131 N Blue Gum St. Anaheim, CA 92806	5 miles	6,500 tons per day
	Contingency: Chiquita Landfill Owner: County of LA 29201 Henry Mayor Drive Castaic, CA 91384	19 miles	6,000 tons per day
Green Waste Collection	ConservationStationOwner:RandfamInc20833SantaClaraStreetSanta Clarita, CA 91351	14 miles	200 Tons per day
	Contingency: Community Owner: Crown 9189 DeGarmo Sun Valley, CA 91352 Recycling Oxide Recycling Avenue	7 miles	1,700 Tons per day
Organic Waste (Food and Green Waste)Collection	CommunityRecyclingOwner:CrownDisposal9189DeGarmoAvenueSun Valley, CA 91352	7 miles	1,700 Tons per day
Construction and Demolition Materials Collection	ConservationStationOwner:RandfamInc20833SantaClaraStreetSantaClarita,CA91351	14 miles	200 tons per day
	Contingency: Falcon Refuse Center and Transfer Station Owner: CONTRACTOR Services 3031 East I Street Wilmington CA, 90744	39 miles	1850 tons per day

December 9, 2013

	Collec	Exhibit 9 RVICE OPE	ERATIONS P	LAN
Refuse to Energy Facility	Commerce Refu Owner: County 5926 Commerce		30 miles	1000 tons per day
Operations Yard	CONTRACTOR Owner: CO 9200 Sun Valley, *CNG fueling at this	Sun Valley Services Blvd 91352		N/A

E. SAFETY

Safety Requirements: Comprehensive Policies, Procedures and Training

CONTRACTOR and its employees maintain strict compliance with all applicable Cal-OSHA and Federal, State, and Local safety requirements while performing all work related functions. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, and wearing of suitable clothing, gloves, and shoes, and so forth. CONTRACTOR has very low occurrence of incidents/accidents due to its CONTRACTOR-wide emphasis on safety, and the extensive training and on-going educational programs that CONTRACTOR uses and continues to develop. CONTRACTOR requires all of operations personnel to participate in extensive in house (off truck) training and testing as well as on road auditing and policy reinforcement.

ReSOP Program

This training process includes on route auditing (by a Supervisor) of our drivers and routes through CONTRACTOR's Safety Observation Program (ReSOP). ReSOP auditors use a detailed checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions.

Zero Tolerance Safety Policy

CONTRACTOR owes it to customers and employees to take a zero tolerance position with respect to CONTRACTOR safety policies. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the CONTRACTOR's "Driver, Helper, & Equipment Operator Safety Guide", the CONTRACTOR has developed a list of specific safety violations that, when verified, will result in an employee's immediate termination for the first offense. While CONTRACTOR's position may be stricter than some other solid waste companies when it comes to certain of the violations under our zero tolerance policy, CONTRACTOR believes maintaining a zero tolerance stance will in the long term serve the best interests of our customers and our employees on the whole. We would be pleased to answer any questions the County may have regarding our Zero Tolerance Safety Policy.

Safety Meetings

CONTRACTOR's Operations, Maintenance, and Risk Management departments hold weekly and

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

monthly safety meetings and CONTRACTOR maintains a <u>performance bonus program</u> based upon the safety records. The amount of the safety rewards are significant and have served to create a tremendous incentive for CONTRACTOR employees to maintain the highest level of safety in the workplace and on County streets.

CONTRACTOR provides intensive safety training for all its employees to develop on-going awareness through a combination of annual training of all supervisory personnel and monthly tailgates for all collection crews. Tailgate topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under CAL/OSHA regulation. CONTRACTOR prepares well-developed tailgate sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all, and documents every session. Tailgate topics include, but are not limited to, the following:

- · Injury and illness prevention/safety rules
- · Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- · Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention

In addition, all CONTRACTOR vehicles are equipped with back-up cameras, LED Lighting, back-up lights, audible warning devices and yellow hazard lights that are activated when our vehicle is forced to maneuver in safety sensitive areas. CONTRACTOR drivers are trained to avoid congested areas and obstructions and to re-route in order to avoid these safety sensitive areas.

Safety Recognition Program

The CONTRACTOR Services Safety Recognizing Excellence Program is designed to identify, recognize and reward safety-sensitive employees in the CONTRACTOR who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas. Employee safety and excellence will be measured with six criteria which include no preventable accidents, no lost time injuries, no safety warning letters, and perfect attendance. Annually each employee who qualifies is recognized and wins an award.

Drivers' Alert System

CONTRACTOR is dedicated to continually identifying and correcting unsafe behavior. All of our drivers

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

are monitored through the Drivers' Alert System. When any call is made by the public via a phone number and unique truck number identified on a sticker applied to the rear of each vehicle, an alert goes out to the local management, safety and our president identifying the incident. The driver is then counseled and the event logged as part of our driver grading system. This is a closed loop system where once action has been taken to correct the behavior of the employee a report is submitted back to the Drivers' Alert System.

Driver Grading System

The Los Angeles Area of CONTRACTOR uses a grading system to rate safe driver performance and to identify those drivers who require additional training and monitoring. Each month any incident or Drivers' Alert is catalogued and evaluated relative to each driver. The frequency of events determines a grade. The organization then identifies at-risk drivers and focuses employee observations, in-cab ride-a-longs and training to correct driving behavior.

Working Condition Commitments and Policies

The CONTRACTOR's recent growth has been phenomenal, but the future for the CONTRACTOR and its associates holds even more potential. In order to continue to grow and operate its business effectively, CONTRACTOR places great importance on its human capital — the employees who have helped to bring CONTRACTOR this far. The CONTRACTOR recognizes that its employees are the most important CONTRACTOR asset.

CONTRACTOR endeavors to provide the very best working conditions, including a safe working environment, competitive pay and benefits, and many opportunities for professional growth. In addition, the CONTRACTOR has established a range of corporate policies and programs benefiting our employees in order to continue CONTRACTOR's tradition of excellence in creating a healthy, productive work environment for our employees. Some of these policies and programs are described below.

CONTRACTOR conducts its business according to the highest ethical standards. All CONTRACTOR employees have a right to work in a safe environment and each employee is responsible for insuring that business is being conducted according to applicable laws and regulations and the policies of CONTRACTOR.

Compliance Program

CONTRACTOR designed a compliance program to help employees understand both what is expected of them and how to accomplish these expectations. The program consists of a Compliance Program Guide that is given to every employee, a Code of Business Ethics and Conduct that establishes CONTRACTOR's guiding ethical principles and standards for conducting business, and Corporate Policies that are the specific compliance policies to which employees must adhere. This program makes compliance with high standards of business conduct mandatory for every employee. Employees are required to review the program and certify their understanding of their responsibility to abide by it. In addition, a Corporate Compliance Committee has been established to oversee and monitor the Program.

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Corporate Policies

Summaries of Corporate Policies addressing working conditions include the following:

Alcohol and Drug Abuse

CONTRACTOR is committed to providing a safe and healthy environment with no tolerance for employees under the influence of drugs or alcohol who jeopardize the CONTRACTOR's commitment and may make driving, operational, or computational mistakes that may cause serious injury, death, or damage to CONTRACTOR or public property. We perform a very important and highly visible public service. We also compete for new business in a changing and competitive market. To do this, our employees must perform their jobs to the best of their abilities and with a clear mind.

Occupational Safety and Health

All CONTRACTOR employees are expected to follow safe work practices, comply with health and safety standards, and report unsafe conditions.

Non-Discrimination

It is the aim and responsibility of CONTRACTOR to maintain a fully qualified staff. CONTRACTOR's policy is to give equal opportunity in employment, training, compensation, promotion, termination, and other CONTRACTOR programs without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, gender, sexual orientation. Employees are selected from qualified potential applicants based on ability, aptitude, education, experience, reliability, skill, training, and physical ability (with reasonable accommodations) to perform the job. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationalization Act, and any other applicable state and federal laws and regulations. Discrimination or harassment will not be tolerated from any employee, including supervisors or managers, or from any outsider dealing with CONTRACTOR. Employees are expected to report such incidents immediately.

Sexual Harassment

CONTRACTOR's policy is to maintain a work environment free from sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other forms of verbal, visual, or physical conduct of a sexual nature are unacceptable, will not be tolerated, and are expected to be reported immediately. Any employee who feels that the CONTRACTOR has not met its obligation under the policy is urged to contact the director of human resources. An effective No-Harassment Policy depends on all employees working together to address this very important subject.

Wage and Hour Laws

CONTRACTOR will comply with all federal, state, and local wage and hour law requirements. Employees are required to report promptly all known or suspected violations of the law or the program to their manager, CONTRACTOR's legal department, human resources, or the Corporate Compliance Committee. Reports may be made directly or anonymously through the CONTRACTOR's toll free AlertLine. Reports of suspected violations will be promptly and thoroughly investigated, and employees who make reports in good faith will not be subject to reprisals. To the

January 19, 2021

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

extent permitted by law, CONTRACTOR will take reasonable precautions to maintain the confidentiality of both the person making the report as well as the person about whom the report is made. Employees who violate the law or CONTRACTOR's Program will be subject to discipline up to and including termination. Discipline is enforced in a fair and consistent manner, while the form of discipline is decided on a case-by-case basis.

Workplace Violence Prevention

The CONTRACTOR has a strong commitment to its employees to provide a safe, healthy, and secure work environment. CONTRACTOR maintains a Zero Tolerance policy when it comes to violence in the workplace. While CONTRACTOR has no intention of intruding into the private lives of its employees, it expects all employees to perform their job without violence toward any other individual and report to work without possessing weapons.

All employees are strictly prohibited from making physical, verbal, or written threats or engaging in behavior that is intimidating, threatening, harassing, coercive, abusive, or assaultive against any employee, CONTRACTOR representative, member of the public, vendor, customer, or any individual engaged in a business relationship with CONTRACTOR.

Assurances of Commitments to Labor Peace

CONTRACTOR is committed to labor peace. The CONTRACTOR believes the best and most rewarding employee-management relationship results from direct communication between employees and their management representatives. It is CONTRACTOR's practice to deal directly with its employees in the areas of policies, procedures, programs, and benefits.

Benefits

One way CONTRACTOR ensures labor peace is by providing appropriate CONTRACTOR benefits to our employees. CONTRACTOR offers a full range of benefits that typically includes group medical, dental, vision, and prescription drug insurance; life insurance; disability insurance; 401K retirement plan; leave of absence policies; medical leave of absence policies (for non-occupational disabilities); Family Medical Leave Act; personal leave of absence; bereavement leave; military leave of absence; jury/witness duty leave; workers disability; paid vacation; sick/personal time off; and paid holidays.

Job Opportunities

Another way CONTRACTOR facilitates labor peace is by offering adequate opportunities for job advancement. CONTRACTOR promotes and transfers employees based on our policy of equal opportunity employment. Qualified and experienced individuals who have demonstrated ability to assume greater responsibility will be considered for promotion.

During the introductory period of the new position, employees are involved in several orientation programs designed to acquaint employees with CONTRACTOR policies and procedures, work rules, and benefits; safety procedures; and position-specific skills. The orientation programs are also designed for

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

employees to ask questions regarding their duties and responsibilities.

During the first 90 days on the job, employees are expected to develop the necessary skills to perform the work assigned. The first 90 days are designed to give the CONTRACTOR a fair evaluation of employees' work habits and to give employees a fair chance to demonstrate their desire to become a regular employee. Once employees complete 90 days of service, they are considered regular employees and receive credit for the time already worked.

If the job situation is not beneficial to both parties, the employee may resign or CONTRACTOR may terminate or transfer the employee to another position. Union employees are governed by their specific union contract.

Performance Evaluations

It is CONTRACTOR policy to have employee work performance evaluated on an annual basis. Evaluations also serve as a line of communication between employees and supervisors. Supervisors prepare a written evaluation and will discuss the evaluation with employees, after which the evaluation report is placed in the employee's personnel files. Our annual performance review process also includes self-evaluations by CONTRACTOR employees.

Employee Training

CONTRACTOR takes great pride in the quality, aptitude, and high employee morale of its employee base and the in-house training and personnel advancement programs that the CONTRACTOR maintains. Throughout this proposal, CONTRACTOR discusses the various types of general training programs that it administers to its employees. CONTRACTOR employee training programs generally fall into four broad categories---(a) Pre-placement, (b) Special Skills, (c) Periodic (i.e., monthly, biannual, annual, and refresher courses, etc.), and (d) Remedial. The types and numbers of individual training procedures and programs that administered to employees, by job classification, are far too numerous to list in a proposal such as this, but the CONTRACTOR would be pleased to share with the County any additional information (including detailed listings of training courses and manuals) upon request. The amount of time and resources that CONTRACTOR employs in the area of employee training is significant and at a level that it believes is unmatched by any of our competitors. CONTRACTOR efforts to train and continually educate employees has translated into a higher level of employee morale, one of the best safety track record in the industry, a more productive work environment, better service to customers, a lower cost of operation, and an impeccable compliance record as a CONTRACTOR.

CONTRACTOR has the distinct advantage of having all of its personnel that will be servicing the CITY already in place. As such, CONTRACTOR will train existing personnel who already know the area on the CITY new systems, controls, policies, and procedures. CONTRACTOR only uses highly trained and qualified personnel to service its jurisdictions.

Integrity Interactive Ethics and Compliance Program

As part of CONTRACTOR overall employees training program and curricula, CONTRACTOR employees

January 19, 2021

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

are required to complete a variety of web-based interactive training courses in the area of integrity, ethics, and compliance.

The following is a listing of the types of courses that employees are required to complete, with the specific courses for each covered employee being a function of the job classification and duties of the particular employee.

Antitrust Contact with Competitors	Making the Deal (Compliance Issues in Selling)								
Code of Conduct	Preventing Workplace Violence								
Confidentiality	Records Management								
Conflicts of Interest and Gifts	Records Management								
The Consequences of a Cover-Up	Respec	t and R	esponsibility						
Drug-Free Workplace (Manager version)	Safety	and	and the last of the second section in the second section is a second section of the second section of the second section is a second section of the section of th	(in	the	Office/Non-			
E-Compliance	Wage a	nd Hou	ır (FLSA)						
Financial Integrity	CodeOr	ne							
The Government as a Customer	Corporate Citizenship								
Government Procurement	Preventing Harassment								
Insider Trading	Recognizing Harassment								
Managing within the Law									

Hazardous Waste, E-Waste, and Universal Waste Management Protocol

The following information is provided in response to the CITY's request for hazardous, e-waste and universal waste management protocols.

CONTRACTOR's top priority is our dedication and commitment to a safety. The Unpermitted Waste Screening Protocol, provided below was established by the CONTRACTOR not only for the protection of our customers, and the communities we serve but also for our employees.

Unpermitted Waste Screening Protocol

The purpose of CONTRACTOR's *Unpermitted Waste Screening Protocol* is to prevent forbidden wastes from entering the waste stream through any of the weekly collection services or special services provided by CONTRACTOR, or to manage forbidden wastes inadvertently collected through weekly collection or special services under this *Agreement*. The Agreement defines unpermitted wastes as:

1. Materials that are not Solid Waste, including Universal Waste1, household hazardous waste and other hazardous waste, medical waste, radioactive waste;

_

¹ Universal Waste means "hazardous wastes that are universal waste (as defined and listed, respectively, in 22 CCR §66273.9, such as batteries thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment tape players/recorders, phonographs, video

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

- Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);
- 3. Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.

Employee Education

January 19, 2021

All new employees will receive training regarding unpermitted waste identification, safety, and notification procedures. Furthermore, local management, drivers, and customer service representatives will receive annual unpermitted waste screening protocol training. Drivers will be reminded about the importance of unpermitted waste screening protocol at each monthly safety meeting, and will receive additional training as needed based on field incidents. CONTRACTOR includes identification training of unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. Upon contract award, CONTRACTOR will circulate its draft *Unpermitted Waste Screening Protocol* to the proper local emergency response agencies for review and input such that the final document reflects local agency emergency response policy and procedure.

Customer Education - Unpermitted Wastes

Education and Reports

As per the *Agreement*, CONTRACTOR will support the CITY in the development of CalRecycle reporting requirements and educational or public awareness program to educate customers about the identification, management, and proper disposal of unpermitted wastes. These materials will be developed in collaboration with CITY staff and distributed through an agreed upon schedule and distribution plan. This information will also be included in program guidelines and, if necessary, can be the top of any quarterly written materials.

Spot Checks

Because of the nature of the collection services being bid, CONTRACTOR will perform continual spot checks as it collects illegally dumped waste materials in the service area.

The following is CONTRACTOR's Unpermitted/Spill Waste Response Plan.

Unpermitted Waste and Spill Response Plan

In the event that any unpermitted waste or hazardous waste is disposed with the solid waste stream, immediate and appropriate action will be taken to contain and remove it. Operations personnel are trained

cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of chapter 6.5 Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code."

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

both in unpermitted/hazardous waste identification and appropriate responses to unpermitted/hazardous waste incidents. Periodic training is provided and recorded in order to ensure skill proficiency. The following procedure is used for identifying and handling unpermitted/hazardous waste:

- Notification of unpermitted/hazardous waste disposed of in the waste stream will be communicated from the driver in the field to the dispatch center.
- Dispatch will notify field supervisor and management for determination of appropriate response level.
- · Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing unpermitted/hazardous waste. Inspection involves identification of both labeled and unlabeled unpermitted/hazardous waste containers and materials.
- County emergency response agencies and the Director will be notified for oversight and assistance of public safety.
- An appropriate course of action/customer education based on the seriousness of the waste involved will be decided upon and taken.
- Should the driver determine, without any question or doubt, that the unpermitted waste is not hazardous, the following procedure is used:
- The unpermitted/nonhazardous item will be removed, placed safely back onto the premises and tagged with a noncollection notice indicating the reason for noncollection.
- The driver will immediately call the dispatch center and report the incident, including street address and time item was detected.
- Dispatch relays this information to customer service.
- A customer service representative will phone the customer to inform them of the event, why the
 item was left, direct them to proper alternatives for reuse or disposal of the item, and respond to
 any questions the customer may have.

In addition, since CONTRACTOR utilizes CONTRACTOR-owned transfer stations and landfill facilities for the disposition of material collected on route, the CONTRACTOR has a built-in multi-tier screening process, wherein unpermitted waste that may inadvertently enter the waste stream can be captured and recovered through the mandatory load-check and materials screening processes at these facilities.

Health and Safety Management Procedures

Please refer to the preceding pages of this subsection for specific details on CONTRACTOR's health and safety management procedures including, but not limited to CONTRACTOR' ReSOP program, Driver Grading System, and some of the Corporate policies and procedures regarding health and safety.

F. REPORTING

Detailed AB939 Monitoring and Reporting Program

CONTRACTOR's CITY Reporting Department is responsible for all CITY reporting including AB939

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

monitoring and reporting, which may be remitted electronically to the CITY. CONTRACTOR's CITY Reporting Department is extremely experienced in the type of reporting required in the *Agreement*, including monthly, quarterly and annual report submissions. The CITY Reporting Department will be responsible for tracking disposal by line of business (residential, multi-family, commercial, industrial or debris boxes and CITY services), and will show diversion by month and by site. In the CITY of San Fernando, additional program offerings will be captured on the reports, including bulky-item, CITY collection services, and proposed diversion programs, providing the CITY and CONTRACTOR an opportunity to monitor and evaluate the success of each diversion program over time, and with the support of full-time dedicated Recycling Coordinator. A *Diversion Program Timeline* is provided in the *Diversion Plan* which demonstrates additional milestones and tasks for monitoring the success of each diversion program. Additionally, because CONTRACTOR is committed to the CITY's success in meeting and exceeding the CITY and the State's diversion goals, the CONTRACTOR will provide a newly developed *monthly* Diversion Education Program Management tool for the CITY's solid waste franchise management.

Method for Tracking Tonnage

Each jurisdiction is assigned a separate account in CONTRACTOR's system and all inbound loads of recyclable materials are weighed when they arrive at the facility. The Sun Valley Paperstock facility for instance, similar to CONTRACTOR's Anaheim MRF, periodically takes a sample of mixed materials for each of the inbound jurisdictions. These samples are then sorted to achieve a material composition of the mixed recyclables, including the residual rate. That residual rate is then used to assign residual tonnage.

The function is performed by an employee who can accomplish several characterizations per day. This will allow for the development of metrics to minimize the amount of stray recyclables within the residue and focus market development efforts on potentially recyclable or compostable materials.

CONTRACTOR's CITY Reporting Department then completes disposal reports using the aforementioned reporting methods, including compiling tonnage information by origin. CONTRACTOR's CITY Reporting Department is also expressly familiar with each processing and disposal facility referenced in the *Facilities Chart* located. CONTRACTOR will work closely with each facility to track and monitor tonnage received at each respective location, capture the residual and receive regularly updated information from facility on the facilities average recovery rate, to ensure the CITY is receiving the most up to date diversion percentage for its tonnage.

Compliance

CONTRACTOR will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 compliance. As San Fernando has adopted a mandatory minimum diversion guarantee of 50% based on tons collected, CONTRACTOR has developed a recycling plan that supports and educates both the State and CITY requirements to its multi-family and commercial customers. The implementation plan includes updating our website and print materials with information pertaining to both mandatory requirements. CONTRACTOR has partnered with its other local service areas to promote and meet

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

mandatory recycling requirements with success.

Complaint Log

CONTRACTOR's CITY Reporting Department will provide a complaint log that details customer complaints such as missed pickups, derived from our InfoPro system, which is further detailed in Exhibit 8 - Customer Service Plan. During the transition period, CONTRACTOR's Customer Service Representatives and additional Billing and CITY Reporting staff will be expressly trained in the San Fernando Contract.

G. EMERGENCY SERVICES

CONTRACTOR has tremendous experience nation-wide in responding to natural disasters and other emergencies, and will assist the CITY with service requests relating to a major disaster or other emergency such as an earthquake, high winds, storm, tidal wave, riot, or civil disturbance. CONTRACTOR will also cooperate with CITY, state and federal officials in filing information related to a regional, state or federally declared state of emergency or disaster for which we have provided equipment and operations personnel. CONTRACTOR will dedicate its equipment used throughout the CITY as well as any back-up equipment which may be needed from our extensive fleet of route and spare vehicles, including special vehicles (such as flat-bed trucks or transfer trailers) which may be necessary.

CONTRACTOR is in a unique position to provide uninterrupted service to the CITY in these circumstances due to the multiple operating locations from which we can dispatch vehicles and multiple disposal sites (six CONTRACTOR-owned transfer stations and a landfill in LA County). In addition, CONTRACTOR invested significant resources in the development of an emergency response plan for all of its facilities and operation as well as facility and systems upgrades related thereto (i.e. communication equipment, computer fail-safe, back-up generators, vehicle tracking systems, etc.), which would also serve to provide additional systems and controls to ensure our continued operation and ability to assist the CITY in emergency conditions. This plan has been informed through the recent experience CONTRACTOR has gained in coping with large-scale emergencies, beginning with Hurricane Katrina, and most recently, Superstorm Sandy.

All CONTRACTOR management and operations personnel maintain two-way radio and cellular phone access. This access will be available to the CITY (along with home telephone numbers) for specific management personnel to be contacted in the case of an emergency. Upon request, CONTRACTOR will implement an emergency services plan and dispatch vehicles from our Sun Valley facility (or back-up site, if necessary) to service the CITY. CONTRACTOR will maintain continuous contact with designated CITY personnel in order to provide the CITY with status updates. All activities will be recorded and sent by fax or modem to the CITY daily (or more frequently if required under the circumstances). We will also coordinate and work with state, county or federal agencies as required, with particular focus on the identification and handling of hazardous materials that we may identify during the course of CONTRACTOR's emergency services operations.

If so requested, CONTRACTOR will provide the CITY with a detailed Emergency Services Response Contingency Plan, subsequent to contract award, and after meeting with the CITY to obtain additional

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

information that may be relevant to the plan. This might include, for instance, locations and pertinent information related to local utilities, CITY departments that CONTRACTOR will interface with, CITY facility locations, commercial business or other locations in the Service Area that may be highly sensitive or critical in the case of an emergency (i.e. hospitals, government offices, power plants, industrial sites, police and fire stations, schools, etc.).

Additional Corporate Citizenship Programs Offered by CONTRACTOR

Emergency Collection and Disposal Service

A contract with CONTRACTOR also entitles the CITY not only to the emergency collection and disposal services, but the CITY will also be entitled to access CONTRACTOR Services' renowned Blue Crew emergency response team.

In the event of a major natural disaster, CONTRACTOR has a Disaster Plan that was borne out of CONTRACTOR's exceptional and immediate response to Hurricane Katrina and that continues to pass real tests in the field. In response to a major natural disaster, CONTRACTOR's considerable fleet depth will be pressed into service areas that require additional collection vehicles. In the case of a larger or regional event, spare equipment from other local divisions may not be sufficient. As in the case of Hurricane Katrina, parent CONTRACTOR Collection Services quickly mobilized equipment and personnel from other collection divisions to accomplish what would seem impossible. CONTRACTOR was on site, performing cleanup work in the Gulf Coast Region the day after the event, before any governmental agency was deployed and working.

With five full fleet operations in the Southern California area, CONTRACTOR is positioned to quickly respond to emergencies should they occur. The CONTRACTOR's regional processing facilities infrastructure ensures processing and disposal capacity of the materials collected.

These are some of the resources available to the CITY if it should ever be stricken by a major disaster or other emergency such as an earthquake, high winds, storm, riot or civil disturbance. The CONTRACTOR will also cooperate with CITY, State and Federal officials in filing information related to a Regional, State and/or Federally-declared state of emergency or disaster for which CONTRACTOR has provided equipment and operations personnel.

December 9, 2013

Exhibit 10

DISPOSAL PLAN

1. Rate Stabilization

Utilization of CONTRACTOR's own landfill facility enables the CONTRACTOR to guarantee that the landfill cost components of customer rates remain stable over the entire term of the *Agreement*.

2. Guaranteed Capacity

CONTRACTOR guarantees throughput, processing, and disposal capacity for all of San Fernando's waste stream for the term of the *Agreement*.

3. Emergency Response Benefits

Additionally, CONTRACTOR can make an additional commitment that, in case of a natural disaster or other unforeseen large-scale disaster or emergency, CONTRACTOR will be able to draw on its extensive nation-wide network of facilities, equipment, and personnel to respond immediately to any disaster the CITY might suffer.

Disposal Facility

Municipal solid waste (MSW) and residual waste from processing operations and trash loads that are <u>not</u> rich in recyclable materials will be direct hauled to Sunshine Canyon Landfill (SCL), located six (6) miles from the CITY of San Fernando centroid. CONTRACTOR projects to dispose 14,877 tons of MSW to SCL.

Sunshine Canyon Landfill

14747 San Fernando Road

Sylmar, CA 91342

Guaranteed Capacity: Yes CONTRACTOR-Owned: Yes

Permitted Capacity: 12,100 tons per day

Current Throughput: 8,500 - 9,100 tons per day

Estimated Life: 2037 Posted Gate Rate: \$59.88

Cal Recycle Permit Type and Number: 19-AA-2000

Local Land Use Permit Number: 00-194-(5) Materials Accepted: Municipal Solid Waste

A landfill gas project is planned for 2012 which will generate green energy and extend landfill life beyond 2037. Sunshine Canyon recovers approximately 15,000 – 20,000 tons per month of recyclable material

Sunshine Canyon Landfill - Additional Information

This is a state-of-the-art, Class III landfill. The total permitted acreage is 1,036 acres, 363 of which are dedicated to disposal. Sunshine Canyon's operating hours are Monday through Friday 6 am to 6 pm, and Saturdays 8 am to 2 pm, although permitted hours allow for landfill operations until 9 pm and on-site equipment maintenance commencing as early as 4 am Monday through Saturday. Sunshine Canyon is in total compliance with Federal, State, and

December 9, 2013

Exhibit 10

DISPOSAL PLAN

Local environmental laws and regulations, including Subtitle D (of RCRA). Sunshine Canyon has environmental control systems that can guarantee that waste entering the site is screened for hazardous wastes (including the use of hazardous waste detectors that screen incoming loads for hazardous materials) and that all acceptable waste is placed only on a composite landfill liner

	Vehicle Spec	Exhibit 1 cifications: Aut	1a tomated Side-Id	paders				
1.	Material to be Collected	□ Refuse	Recyclables	☐ Organic W	/aste			
2.	Manufacturer and Model		2011 Auto Car (ASL)					
	a. Cab and Chassis		Auto C	Car Expeditor				
	b. Body		Heil					
	c. Engine		Cur	mmins ISL				
	d. Transmission		Alliso	n 3000 RDS				
3.	Cab and Chassis:							
	a. Cab Height		<u>100</u>	inche	es			
	b. Number of Axles		<u>3</u>					
	c. Overall Length With Body	Mounted	292	inche	es			
1.	Body:							
	a. Type of Body		Rapid (H	eil)				
	b. Rated Capacity		<u>30</u>	cu. y	d.			
	c. Practical or Net Capacity.		<u>30</u>	cu. y	d.			
	d. No. of Collection Compar	tments	<u>30</u>	cu. y				
	e. Net Capacity of Each Cor	mpartment	<u>30</u>	cu. y				
	f. Overall Body Length		<u>261</u>	inche				
	g. Body Height		162	inche	es			
	h. Body Width	inania in ana ana ana ana ana ana ana an	99	inche				
	i. Loading Height Above Gr	ound	Minimum	<u>109</u> inche				
		www.min	Maximum	inche	es			
5.	Weight GVW		bs. Tare		os.			
6.	Will the vehicles be owned	l, leased, or		<u>owned</u>				

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
other?	nated Glac loader.		
7. Purchase cost of each vehicle	\$285,00	0	
8. Fuel type	CNG		
9. Fuel usage	209 p/month	mpg	
10. Average fuel per fill	1.84	gal/fill	
11. Average fills per day	<u>1</u>	fills/day	
12. Average fills per week (M-F)	<u>5</u>	fills/week	
13. Emissions rating			
a. CO	12.4	g/bhp/hr	
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr	
c. NO _x	0.2	g/bhp/hr	
d. Particulate Matter	<u>n/a</u>	g/bhp/hr	
14. Safety Features	See section	ns 4B	
15. Color	Blue		
16. GPS Monitoring and Tracking Features	Network Fleet S	Solutions	

	Exhibit 1 Vehicle Specifications: Auto		
1.	Material to be Collected Refuse	⊠ Recyclables □ Org	anic Waste
2.	Manufacturer and Model	2011 Auto Car (A	SL)
	a. Cab and Chassis	Auto Car Expedi	tor
	b. Body	<u>Heil</u>	
	c. Engine	Cummins ISL	
	d. Transmission	Allison 3000 RE	<u>os</u>
3.	Cab and Chassis:		
	a. Cab Height	100	inches
	b. Number of Axles	<u>3</u>	
	c. Overall Length With Body Mounted	292	inches
4.	Body:		
	a. Type of Body	Rapid (Heil)	
	b. Rated Capacity	<u>30</u>	cu. yd.
	c. Practical or Net Capacity	<u>30</u>	cu. yd.
	d. No. of Collection Compartments	<u>30</u>	cu. yd.
	e. Net Capacity of Each Compartment	<u>30</u>	cu. yd.
	f. Overall Body Length	261	inches
	g. Body Height	162	inches
	h. Body Width	<u>99</u>	inches
	i. Loading Height Above Ground	Minimum 109	inches
	***************************************	Maximum	inches
5.	Weight GVW <u>54,000</u> Ib	es. Tare <u>34,540</u>	lbs.
6.	Will the vehicles be owned, leased, or other?	owned	

7. Purchase cost of each vehicle	\$285,00	0
8. Fuel type	CNG	
9. Fuel usage	209 p/month	mpg
10. Average fuel per fill	1.84	gal/fill
11. Average fills per day	<u>1</u>	fills/day
12. Average fills per week (M-F)	<u>5</u>	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter	<u>n/a</u>	g/bhp/hr
14. Safety Features	See section	ns 4B
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet S	Solutions

1.	Material to be Collected Refus	e Recyclables	□ Organic Waster □ Organic Waster
2.	Manufacturer and Model	<u>2011 A</u>	uto Car (ASL)
	a. Cab and Chassis	Auto C	Car Expeditor
	b. Body	ann.	Heil
	c. Engine	<u>Cur</u>	mmins ISL
	d. Transmission	Alliso	n 3000 RDS
3.	Cab and Chassis:		
	a. Cab Height	<u>100</u>	inches
	b. Number of Axles	<u>3</u>	
	c. Overall Length With Body Mounted	<u>292</u>	inches
4.	Body:		
	a. Type of Body	Rapid (H	eil)
	b. Rated Capacity	<u>30</u>	cu. yd.
	c. Practical or Net Capacity	<u>30</u>	cu. yd.
	d. No. of Collection Compartments	<u>30</u>	cu. yd.
	e. Net Capacity of Each Compartment	<u>30</u>	cu. yd.
	f. Overall Body Length	<u>261</u>	inches
	g. Body Height	<u>162</u>	inches
	h. Body Width	<u>99</u>	inches
	i. Loading Height Above Ground	Minimum	109 inches
_	Weight	Maximum	inches
5.	Weight	lbs. Tare	34,540 lbs.
6.	Will the vehicles be owned, leased, or other?		owned

Exhibit 11a Vehicle Specifications: Auton		3
7. Purchase cost of each vehicle	\$285,00	0
8. Fuel type	CNG	
9. Fuel usage	209 p/month	mpg
10. Average fuel per fill	1.84	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	<u>5</u>	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr
c. NO _x	<u>0.2</u>	g/bhp/hr
d. Particulate Matter	<u>n/a</u>	g/bhp/hr
14. Safety Features	See section	is 4B
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet S	Solutions

1.	Material to be Collected	Refuse	Recyclables	☐ Orga	nic Waste
2.	Manufacturer and Model		Auto C	Car / McNei	lus
	a. Cab and Chassis		<u> </u>	Auto Car	
	b. Body		<u>N</u>	//cNeilus	
	c. Engine		ISL	- Gas 320	
	d. Transmission			Allison	
3.	Cab and Chassis:				
	a. Cab Height		103		inches
	b. Number of Axles		4		
	c. Overall Length With Body Mount	ted	<u>387</u>		inches
4.	Body:				
	a. Type of Body		mcNeil	us	
	b. Rated Capacity		<u>33</u>		cu. yd.
	c. Practical or Net Capacity		<u>33</u>		cu. yd.
	d. No. of Collection Compartments		<u>1</u>		cu. yd.
	e. Net Capacity of Each Compartm	ent	<u>n/a</u>		cu. yd.
	f. Overall Body Length	· · · · · · · · · · · · · · · · · · ·	<u>300</u>		inches
	g. Body Height		168		inches
	h. Body Width		<u>103</u>		inches
	i. Loading Height Above Ground		Minimum	<u>103</u>	inches
			Maximum	_	inches
5.	Weight GVW <u>57,50</u>		os. Tare	38,180	lbs.
6.	Will the vehicles be owned, lease other?			owned	

Exhibit 11a Vehicle Specifications: F		
7. Purchase cost of each vehicle	\$310,00	00
8. Fuel type	CNG	
9. Fuel usage	744 p/month	mpg
10. Average fuel per fill	<u>37.25</u>	gal/fill
11. Average fills per day	<u>1</u>	fills/day
12. Average fills per week (M-F)	<u>5</u>	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	na	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter	<u>n/a</u>	g/bhp/hr
14. Safety Features	See section	ns 4B
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet	Solutions

•	Material to be Collected	Refuse	□X Recyclables	☐ Orga	anic Waste
2.	Manufacturer and Model		Auto	Car / McNei	lus
	a. Cab and Chassis			Auto Car	
	b. Body		1	mc Neilus	
	c. Engine		ISI	Gas 320	
	d. Transmission			Allison	
3.	Cab and Chassis:				
	a. Cab Height		103		inches
	b. Number of Axles		4		
	c. Overall Length With Body	Mounted	387		inches
4.	Body:				inches
	a. Type of Body	namen (namen a	McNei	<u>lus</u>	
	b. Rated Capacity		33		cu. yd.
	c. Practical or Net Capacity		<u>33</u>		cu. yd.
	d. No. of Collection Compartr	ments	1		cu. yd.
	e. Net Capacity of Each Com	partment	n/a		cu. yd.
	f. Overall Body Length		300		inches
	g. Body Height		<u>168</u>		inches
	h. Body Width		103		inches
	i. Loading Height Above Gro	und	Minimum	<u>103</u>	inches
			Maximum		inches
5.	Weight GVW	57,500	bs. Tare	38,180	lbs.
6.	Will the vehicles be owned, other?	and the second s			
	ouiel i			owned	

Exhibit 11a Vehicle Specifications: F		
7. Purchase cost of each vehicle	\$310,00	0
8. Fuel type	CNG	
9. Fuel usage	744 p/month	mpg
10. Average fuel per fill	37.25	gal/fill
11. Average fills per day	<u>1</u>	fills/day
12. Average fills per week (M-F)	<u>5</u>	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter	<u>n/a</u>	g/bhp/hr
14. Safety Features	See section	is 4B
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet S	Solutions

	Exhibit 1 Vehicle Specifications	1.21		
1.	Material to be Collected Refuse	Recyclables	⊠ Orga	nic Waste
2.	Manufacturer and Model	Auto Ca	r / McNeil	us
	a. Cab and Chassis	Au	to Car	
	b. Body	Mo	Neilus	
	c. Engine	ISL -	Gas 320	
	d. Transmission	A	llison	
3.	Cab and Chassis:			
	a. Cab Height	<u>103</u>		inches
	b. Number of Axles	<u>4</u>		
	c. Overall Length With Body Mounted	<u>387</u>		inches
4.	Body:			
	a. Type of Body	McNeilus	3	
	b. Rated Capacity	<u>33</u>		cu. yd.
	c. Practical or Net Capacity	<u>33</u>		cu. yd.
	d. No. of Collection Compartments	1		cu. yd.
	e. Net Capacity of Each Compartment	<u>n/a</u>		cu. yd.
	f. Overall Body Length	<u>300</u>		inches
	g. Body Height	<u>168</u>		inches
	h. Body Width	<u>103</u>		inches
	i. Loading Height Above Ground	Minimum	103	inches
		Maximum		inches
5.	Weight GVW 57,500	bs. Tare	38,180	lbs.
6.	Will the vehicles be owned, leased, or other?	0	wned	

Exhibit 11a Vehicle Specifications: F		
7. Purchase cost of each vehicle	\$310,00	0
8. Fuel type	CNG	
9. Fuel usage	744 p/month	mpg
10. Average fuel per fill	<u>37.25</u>	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	<u>5</u>	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter	<u>n/a</u>	g/bhp/hr
14. Safety Features	See section	is 4B
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet S	Solutions

	Vehic	Exhibit 1 cle Specificat		ff		
1.	Material to be Collected	⊠ Refuse	⊠ Recyclab	es	⊠ Orga	ınic Waste
2.	Manufacturer and Model		Α	uto C	Car/ AMR	2
	a. Cab and Chassis			Au	uto Car	
	b. Body			A	Amrep	
	c. Engine			Cum	mins ISL	
	d. Transmission			A	Allison	
3.	Cab and Chassis:					
	a. Cab Height		1	02		inches
	b. Number of Axles			<u>3</u>		
	c. Overall Length With Body	Mounted	4	06		inches
4.	Body:					
	a. Type of Body		Amrep	/ Rol	I Off	
	b. Rated Capacity		<u>N</u>	<u>//A</u>		cu. yd.
	c. Practical or Net Capacity		<u>N</u>	I/A		cu. yd.
	d. No. of Collection Comparts	ments		1		cu. yd.
	e. Net Capacity of Each Com	partment	<u>N</u>	<u> /A</u>		cu. yd.
	f. Overall Body Length		2	99		inches
	g. Body Height		<u>N</u>	<u>I/A</u>		inches
	h. Body Width		1	80		inches
	i. Loading Height Above Gro	ound	Minimum		<u>55</u>	inches
		manning me	Maximum	UNI	T 1016	inches
5.	Weight GVW	<u>54,000</u>	bs. Ta	re	26,000	lbs.
6.	Will the vehicles be owned, other?	The state of the s		C	owned	

Exhibit 11a Vehicle Specifications: Roll Off				
7. Purchase cost of each vehicle	\$225,000			
8. Fuel type	CNG			
9. Fuel usage	736.41 p/month	mpg		
10. Average fuel per fill	1.84	gal/fill		
11. Average fills per day	<u>1</u>	fills/day		
12. Average fills per week (M-F)	<u>5</u>	fills/week		
13. Emissions rating				
a. CO	12.4	g/bhp/hr		
b. HC (total hydrocarbons)	<u>na</u>	g/bhp/hr		
c. NO _x	0.2	g/bhp/hr		
d. Particulate Matter	<u>n/a</u>	g/bhp/hr		
14. Safety Features	See sections 4B			
15. Color	Blue			
16. GPS Monitoring and Tracking Features	Network Fleet S	olutions		

		Exhibit 12 Container Specifications					
1.	Material to be Collected. Refuse	\boxtimes					
	Recyclables	\boxtimes					
	Organic Waste	\boxtimes					
	Food Waste	\boxtimes					
	Green Waste						
2.	Manufacturer	Otto Enviror	nmental Syste	ems North Am	nerica, Inc.		
3.	Material of Construction	HDPE					
4.	Recycled Content (percentage)	up to 50%					
5.	Manufacturing Method (rotational molding, injection molding, other.)	Injection Mo	olded				
	Container Size	20 gal	32 gal	64 gal	96 gal		
6.	Color	see above	see above	see above	see above		
7.	Durability (in service years)	Exceeds Warranty Period	Exceeds Warranty Period	Exceeds Warranty Period	Exceeds Warranty Period		
8.	Cost of Each Container	n/a	\$37.92	\$51.00	\$57.09		
9.	Dimensions of Each Container (Length x Width x Height)	38 1/2 h x 19 w x 22 1/4 d	38 1/2 h x 19 w x 22 1/4 d	42 3/8 h x 25 1/8 w x 29 1/2 d	45 3/8 h x 27 1/2 w x 33 1/4 d		
10.	Wheel Size	<u>8"</u>	10"	10"	10"		
11.	Manufacturer's warranty (10-year minimum for carts)	10 - year	<u>10 - year</u>	<u>10 - year</u>	10 - year		

Exhibit 13 APPROVED SUBCONTRACTORS		
Subcontractor	Role	
Mariposa Eco Consulting	Recycling Assessments	
Container Management Group	Container Roll-Out	

CONTRACT NO. 1731(a)

Amendment No. 1 to Collection Services Agreement

By and Between

City of San Fernando, a Municipal Corporation,

and

Consolidated Disposal Service, LLC, a Delaware Limited Liability Company dba Republic Services

Amendment No. 1 to Collection Services Agreement No. 1731

This Amendment No. 1 ("Amendment") to the Collection Services Agreement ("Agreement") is entered into as of this 15th day of June, 2015 by and between the City of San Fernando, a municipal corporation organized and operating under the laws of the State of California ("City"), and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company *dba* Republic Services ("Collector"), collectively "the Parties", as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. Whereas, the Parties entered into the Collection Services Agreement ("Agreement") on December 13, 2013, attached as Exhibit "A" to this Amendment No. 1, and incorporated by reference herein; and
- B. Whereas, the Parties have met and conferred to determine mutually acceptable modifications to the Agreement; and
- C. Whereas, the Parties desire to now memorialize the modifications to the Agreement by means of this Amendment; and
- D. Whereas, as of the date of this Amendment, Collector and City are in compliance with all terms and conditions of the Agreement.

NOW THEREFORE, the Parties do agree and amend the Agreement as follows:

Amendment No. 1

The Parties hereby agree to the following amendment of the Agreement:

- 1. The Parties hereby incorporate the above Recitals as a material element of this Amendment.
- 2. <u>Amendment to Agreement at section 1.3.6</u>. Section 1.3.6 of the Agreement is amended to read as follows:

- 1.36 Consumer Price Index (CPI). "CPI" means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG Water, Sewer and Trash Collection Services, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California.
- 3. <u>Amendment to Agreement at section 10.01.2</u>. Section 10.01.2 of the Agreement is amended to read as follows:
- "10.01.2. <u>Production of Invoices for SFD Service Units</u>. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for SFD Service Recipients received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with its system automated bimonthly schedule, by which customers are billed for the current month and one month in advance (every two (2) months). The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the billing day (25th of every other month). Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date."
- 4. <u>Amendment to Agreement section 10.01.7 Delinquent Service Accounts.</u> Section 10.01.7 of the Agreement is amended to read as follows:
- "10.01.7 <u>Delinquent Service Accounts</u>. The CONTRACTOR may report to the City Representative, on a monthly basis, (1) a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and (2) a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due ("Delinquent Account"). The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting Delinquent Accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to Delinquent Accounts. The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment, or CONTRACTOR may suspend/stop service to the Delinquent Account until such time as the account status is fully restored including any fees or deposits required."
- 5. <u>Amendment to Agreement section 9.01 City Collection Services.</u> Section 9.01.6 of the Agreement is amended to read as follows:
- Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to collect bulky items, including but not limited to: large pieces of yard waste, materials generated as part of CITY's residents' home renovations, Christmas Trees, etc. in consideration for CITY provided CONTRACTOR office space for a

Customer Representative at City Hall. Such collection shall not exceed fifteen (15) items per week. Should the number of items exceed fifteen (15) items per week, the City will be billed \$25 per item over the fifteen (15) item limit.

6. <u>Amendment to Agreement section 9.01 City Collection Services</u>. Section 9.01.2 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to provide trash collection services at CITY's bus stop locations for the remainder of the term of this Agreement.

7. <u>Amendment to Exhibit 1b</u>, Maximum Service Rates (MFD & Commercial Services). Exhibit 1b is amended to read as follows:

Add: Locking Lid service rates per customer service requests. Locking lid service rate is \$6.00 per month/per container.

- 8. Amendment to Exhibit 2a, CITY Facilities. Exhibit 2a is deleted in its entirety, and replaced with the attached revised Exhibit 2a, incorporated by reference as though fully set forth herein, with the following changes:
 - a. Add: Rudy Ortega Sr. Park site (2025 Fourth Street) to list of CITY owned and maintained facilities where CONTRACTOR is responsible for providing trash and recycling collection. This site was not listed in the original agreement 2a exhibit.
 - b. Add: and increase additional City water sites (see attached)
- 9. <u>Amendment to Exhibit 3a</u>, Approved Facilities Disposal. Exhibit 3a is amended as follows:

Add: CONTRACTOR designated landfill/transfer station sites for inert material disposal, C & D Mixed waste recycling and Mixed Food Waste recycling amending the operations plan/approved facilities. Disposal Site Information:

Sun Valley Landfill, (Vulcan Materials) located at 9436 Glenoaks Blvd., Sun Valley, CA 91352. Waste type: Inert (clean concrete, dirt, asphalt), 1,823 permitted maximum tons per day, \$175.00 per load.

East Valley Diversion/Downtown Diversion (WM) located at 11616 Sheldon St., Sun Valley, CA 91352. Waste type: (inert, mixed waste) - \$49.35 per ton. 70% Diversion.

Waste Transfer & Recycling Transfer Station, (WTR-WM) located at 840 S. Mission Road, Los Angeles, CA 90023. Waste type: (mixed food, Organic) - \$64.00 per ton. 85% Diversion.

American Reclamation, located at 4560 Doran St., Los Angeles, CA 90039. Waste type: Mixed C&D - \$45.00 per ton. 70% Diversion.

10. Amendment to <u>Exhibit 4</u>, City Sponsored Events. Exhibit 4 is deleted and replaced in its entirety as follows:

The original Agreement Exhibit 4, "City Sponsored Events" list, is deleted and replaced in its entirety with the attached updated City Sponsored Events list prepared by the City of San Fernando Public Works Department on March 11, 2014.

11. All other terms and conditions of the Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO

7 (3 2015

City Manager Date

CONSOLIDATED DISPOSAL SERVICE, LLC

dba REPUBLIC SERVICES

Ronald R. Krall, Vice President

Date

The foregoing Amendment to the Agreement has been reviewed and approved:

Approved as to Form:

Rick Olivarez, City Attorney

7 /20 /15 Date

ATTEST:

Elena G. Chávez, City Clerk

7/20/15 Date Exhibit "A"

Master Agreement

(Please refer to Contract No. 1731)



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Timothy T. Hou, Director of Community Development

Date: January 19, 2021

Subject: Presentation and Discussion of the Citywide Parking Management Master Plan

Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation regarding progress on the Citywide Parking Management Master Plan (PMMP) project; and
- b. Provide staff with direction regarding upcoming outreach, as appropriate.

BACKGROUND:

- 1. On November 15, 2018, the City submitted a grant application to the Southern California Association of Governments (SCAG) for the Sustainable Communities Program Integrated Land Use (ILU) Parking Management, Pricing, and Reduction project type to obtain technical planning assistance for a San Fernando Citywide Parking Management Master Plan (PMMP).
- 2. At its Regional Council meeting on March 7, 2019, SCAG approved the City's project for the San Fernando Citywide PMMP project. The grant would provide technical planning assistance in the form of a qualified consultant to help the City complete a Citywide PMMP.
- 3. On May 6, 2019, the City Council adopted Resolution No. 7915 approving the grant award from SCAG and authorizing the City Manager to execute all related documents (Attachment "A").
- 4. On September 30, 2019, SCAG released Request for Proposal (RFP) No. 20-019, San Fernando Citywide PMMP to solicit parking management consultant proposals.
- 5. During late 2019, a proposal review committee consisting of two SCAG staff, the City Engineer, the Director of Community Development, and an outside reviewer from Caltrans, reviewed proposals and interviewed four firms. A project team consisting of KOA and

COMMUNITY DEVELOPMENT DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1227

WWW.SFCITY.ORG

Presentation and Discussion of the Citywide Parking Management Master Plan Project Page 2 of 3

subconsultants Katherine Padilla & Associates, JR Parking Consultants, and National Data & Surveying Services, was selected and entered into agreement with SCAG.

6. On March 17, 2020, the PMMP project team and staff initiated a kick off meeting and commenced work on the project.

ANALYSIS:

The benefits of a Citywide Parking Management Master Plan include identifying the parking management strategies ideal for the entire 2.4 square mile community to implement active parking management and smart growth practices that help the City look at parking as a service that is responsive to the needs of each affected neighborhood or corridor. The project provides crucial planning resources to address parking management that promotes efficient and sustainable mobility citywide. This supports City Council City-Wide Strategic Goal No. 8: "Pursue grant funding that addresses a need and provides a net benefit to the City." In addition, it supports City Council Priority No. 11: "Study feasibility of a parking permit system."

The interactive and multi-lingual project website can be accessed through the City of San Fernando website and directly viewed here: https://ci.san-fernando.ca.us/SFParkingStudy. Also, please see Attachment "B" — Frequently Asked Questions about the PMMP project.

The PMMP project team will provide a presentation on the objectives of the project, community benefits, scope, project study area, community engagement and the community's role, work accomplished to date, and current schedule of next steps. The COVID-19 pandemic impacted the original project schedule and tasks, most notably delaying the citywide parking facilities utilization study data collection effort. In the interim, the PMMP project team has largely been at work collecting input from various community groups, including presenting to all City Commissions, the neighborhood and business neighborhood watch groups, the San Fernando Mall Association, and two small group interviews for residents and businesses, respectively. The utilization study was initially delayed six months from April to October 2020 in the hope that public health restrictions would be eased by then. The PMMP project team now expects to begin the data collection effort later this month and will have a methodology to account for changes to utilization as a result of the pandemic. Community outreach and input will continue during each remaining phase of the project and will return to Council again.

BUDGET IMPACT:

There is no budget impact for discussing this item. The PMMP is fully funded through a grant from SCAG with no matching obligation for the City.

Presentation and Discussion of the Citywide Parking Management Master Plan Project Page 3 of 3

CONCLUSION:

Staff recommends that the City Council receive and file the presentation on progress and next steps of the PMMP project and provide direction, as appropriate.

ATTACHMENTS:

- A. Resolution No. 7915
- B. Frequently Asked Questions

RESOLUTION NO. 7915

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA APPROVING THE RECEIPT OF GRANT FUNDS OR SERVICES FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR THE SUSTAINABILITY PLANNING GRANT PROJECT FOR THE CITYWIDE PARKING MANAGEMENT MASTER PLAN (PMMP)

WHEREAS, The Southern California Association of Governments (SCAG) has allocated funds for projects that promote the policies and programs of the 2016-2040 Regional Transportation Plan/ Sustainability Communities Strategy (2016 RTP/SCS); and

WHEREAS, SCAG has evaluated, ranked and awarded proposals submitted for Projects under the Program; and

WHEREAS, the grant requires a resolution certifying the approval of the application by the applicant's governing body before receipt of awards; and

WHEREAS, the City of San Fernando will receive funds or services to assist in the implementation of the proposed project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The receipt of an award for the Sustainability Planning Grant Program ("Grant") is hereby approved.

SECTION 2. The Mayor and the City Manager, as appropriate under the San Fernando Municipal Code and the terms of the Grant, are authorized to execute such instruments as may be necessary to effectuate City's approval and acceptance of the Grant and bind the City to the terms and conditions contained therein. The foregoing notwithstanding, nothing in this Resolution shall obligate the City to expend any specified monetary sums without the prior approval of the City Council.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of May, 2019, by the following vote to it:

AYES: Fajardo, Ballin, Gonzales, Pacheco – 4

NOES: None

ABSENT: Lopez - 1

Elena G. Chávez, City Clerk



Frequently Asked Questions

What is the San Fernando Citywide Parking Management Master Plan?

In fall 2020, the City of San Fernando is launching a Citywide Parking Management Master Plan. A parking management plan is a helpful tool to assist jurisdictions comprehensively address both the location and amount of parking in specified locations. Generally, a parking management plan serves as a road map for how cities can maximize the efficiency of existing parking and support future parking needs.

Why is the Parking Management Master Plan important?

The plan will allow the City of San Fernando to:

- Make parking more convenient for community members, visitors and local businesses by engaging community members in problem-solving for parking solutions
- Promote more efficient use of existing parking
- Support future parking needs
- Explore options to stimulate the local economy by making commercial districts more inviting for walkers, bicyclists and people who use public transportation
- Position the city to capture the full benefit of potential transit-oriented development
- Support the San Fernando Corridors Specific Plan

What areas will be included in the plan?

The project area includes all on-street parking areas within the City of San Fernando as well as off-street parking lots in major corridors. (See map on the back).

As a resident, will this parking study address parking issues on my street?

A goal of the project is to address both neighborhood issues and Citywide issues, creating a balance

between improvements to local conditions and area-wide conditions. An improvement on one roadway might create problems on the next roadway, by shifting demand and creating new impacts. Therefore, a system-wide view of improvements also needs to be applied.

As a business owner, will this parking study address parking issues for my customers and employees?

A goal of this project is to support economic development, and provide a parking supply that works well with the demand generated by local businesses for customers, employees, and deliveries. Tools that could provide improved parking availability in commercial areas will be reviewed as part of the project. If you have a specific location of concern, please contact us. We'd like to hear from you.

How does the Parking Management Master Plan work?

- The first step is a parking utilization study to collect data to analyze and evaluate the current parking situation on weekday and weekends.
- This data will provide parking management (time limits, use limitations, or other measures) and parking pricing (meters or pay stations) solutions as feasible and if beneficial to the parking system.
- Community members will be invited to provide input on parking through interviews, meetings and workshops, which will be held virtually if needed to comply with current health measures.
- The draft Parking Management Master Plan will be shared with the community for feedback before being finalized.



What's the timeline for the plan?

The current project schedule:

January-May 2021

Conduct the parking utilization study Define special district requirements Public Outreach

• Summer 2021

Define parking meter pricing/On-street parking management solutions

Present final Parking Management Master Plan

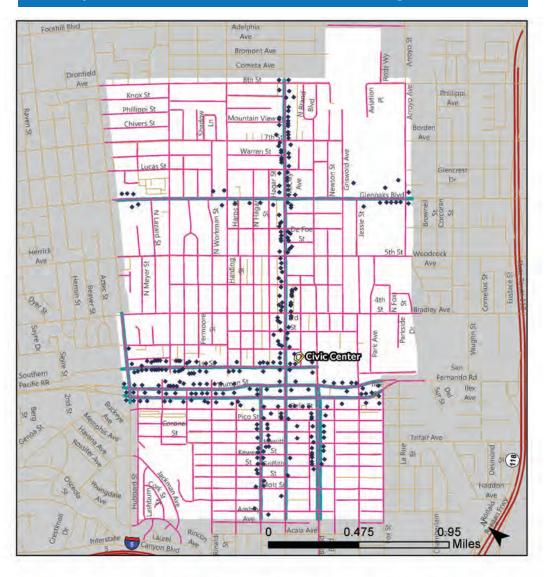
How can I get involved?

Attend community meetings, which will be held later this fall and winter, to share your observations and opinions and take our online survey to be released later this year. Request to be added to the email list to stay informed or connect with Parking Management Master Plan Outreach Team Member Thelma Herrera by emailing therrera@katherinepadilla.com or calling 626.798.4400.

How can I get more information?

Visit the project website at ci.san-fernando.ca.us/SFParkingStudy for the latest information, to submit comments, and to add your contact information to the project's email list.

Study Area: On- and Off- Street Parking Locations







This Page
Intentionally
Left Blank



This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: January 19, 2021

Subject: Consideration to Award a Professional Services Agreement to Moore Iacofano

Goltsman, Inc., for the Design of the Layne Park Revitalization Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 1974) with Moore Iacofano Goltsman, Inc. (MIG) in an amount not to exceed \$189,804, to provide design services for the Layne Park Revitalization Project; and
- b. Authorize the City Manager to approve an additional scope of work, not to exceed \$25,000; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP)
 as an instrument for developing a comprehensive vision for park facility improvements and
 recreational programming offered to the residents of San Fernando. The PMP identified
 multiple park sites that needed improvements in order to maintain the continuity of
 recreational services.
- 2. On June 5, 2018, the voters of California approved Proposition 68, "Parks, Environment, and Water Bond Act." The measure authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. The California Department of Parks and Recreation was the agency assigned to administer a grants program for Proposition 68.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project

Page 2 of 6

- 3. On June 22, 2019, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP), for revitalizing projects throughout the State. SPP allocated \$625 million in grant funds to create, expand or renovate parks in low-income and disadvantaged communities.
- 4. On July 1, 2019, the City Council authorized staff to submit a SPP grant application for all six parks (i.e., Recreation, Las Palmas, Pioneer, Layne, Rudy Ortega Sr., and the Pacoima Wash Natural Parks) identified in the PMP as needing renovation to enhance recreational opportunities for the community.
- 5. On July 19, 2019, and throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation plans for all six parks with the Parks, Wellness and Recreation Commission. In addition, feedback from community planning meetings pertaining to the park renovation projects was incorporated into the final grant applications.
- 6. On February 25, 2020, the California Department of Parks and Recreation announced that the City's SPP Layne Park Revitalization Project grant application was selected for funding. The grant award of \$1.1 million includes pre-construction costs such as plan development, specifications, construction documents, and cost estimates.
- 7. On September 21, 2020, the City Council authorized a Notice Inviting Bids for the design of the Layne Park Revitalization Project. The City received nine proposals from reputable firms. Staff reviewed the nine proposals and selected the top four firms for future consideration.
- 8. On December 9, 2020, the selection committee consisting of the Director of Recreation and Community Services, the Director of Public Works, and the Civil Engineering Assistant II conducted interviews of the top four firms to determine which firm would best meet the needs of the City.
- 9. On January 4, 2021, City Council discussed staff's recommendation to award a professional services agreement for design of the Layne Park Revitalization Project. During that discussion, City Council provided additional feedback related to specific design elements as well as a desire to engage in additional targeted community outreach for community members adjacent to Layne Park. The item was tabled until the following City Council meeting to provide staff with the opportunity to get additional information from the proposed design firm.

<u>UPDATE</u>: Subsequent to the January 4, 2021 City Council discussion, staff discussed the design elements with the recommended firm and confirmed that evaluation of those elements would be within the scope of the proposed Agreement. The design elements discussed with MIG included: Site Parking, Artificial Turf vs. Natural Turf, Greening of Alleyways, Bioswales and the Existing Trees on site, among other items.

Page 3 of 6

Staff also discussed hosting and participating in additional community town hall meetings with the proposed firm. The proposed firm has experience hosting and participating in such meetings and will provide those services under the City Manager's administrative authority to approve amendments of scope up to \$25,000.

ANALYSIS:

The Parks and Recreation Master Plan (PMP), along with input from community planning meetings involving families, seniors and youth groups, provided guidance and vision in developing the Layne Park Revitalization Project. Additional design ideas came from residents and user group surveys. The added park amenities and improvements to Layne Park include the following:

- Construction of a restroom building, powered by solar panels.
- Construction of a basketball court with lighting.
- Construction of an artificial/natural turf soccer field with lighting.
- New landscape and irrigation improvements:
 - Tree removal/replacement (if needed);
 - Smart irrigation with ground sensors;
 - o Functional bioswales; and
 - o Planting non-invasive and drought tolerant trees and shrubs.
- Conforming existing and new lighting to light-emitting diode (LED) technology, preferably solar powered.
- Adding fencing and greening elements along the alleyways.
- Renovating the playground for ADA accessibility and adding shading.
- Installing shading for existing picnic tables.
- Installing drinking fountains.
- Addressing any parking issues
- Facilitate community engagement sessions

The Notice Inviting Bids (NIB) released on September 24, 2020 requested services from experienced landscape architect/engineering firms to develop a cost estimate, a biddable set of plans and specifications for the project. The closing date for proposal submissions was October 22, 2020. Nine prospective firms submitted proposals by the due date. A five-member panel, consisting of two RCS staff members and three Public Works staff members, evaluated each firm based on how well they responded to the Request for Proposal's (RFP's) minimal bid criteria requested in the NIB. The sections that were evaluated included the following:

- A Proposal Summary
- The Firm's Profile
- The Firm's Qualifications (detailing experience on similar projects/clients)

Page 4 of 6

- A Project Work Plan
- A Project Staffing Description
- A Proposal Cost Breakdown

The firms invited to an interview included, in alphabetical order, MIG Inc., RJM Design Group, Inc., SWA Los Angeles, and Verde Design. On Wednesday, December 9, 2020, an interview panel consisting of the Director of Recreation and Community Services, the Director of Public Works and the City's Civil Engineering Assistant II conducted the firm interviews.

All of the four firms selected for the interview demonstrated a high-level of experience and qualifications in providing design services for similar projects. The panel focused on determining which firm best demonstrated an understanding of the needs of the Layne Park Revitalization Project, and how the firm planned to implement those needs into the design of the Layne Park Project. The panel also gauged how the firms would work with the City staff to ensure that the Layne Park Revitalization Project will be completed on time and on budget.

The interview process also looked at each firm's vision and company's philosophy and how these concepts would be incorporated into the design of the Layne Park project. Other key elements staff considered included each firm's initial conceptual design, any potential challenges the firm anticipated and how they would minimize the likelihood of change orders.

MIG provided a concise and detailed explanation of how the firm planned to meet the needs of the City; their responses were on target conveying their vision of the project. MIG also took into account the surrounding community and how the design would incorporate cultural and artistic elements to the project. Based on the criteria specified in the RFP and the interview process, the review of the proposals submitted and the interviews with the four firms, MIG was determined to be most suitable based on the overall criteria of project understanding, qualifications of the consulting team, relative project experience, project approach and methodology, and proposed cost (Exhibit "A" of Attachment "A").

California Environmental Quality Act (CEQA).

The City has complied with CEQA requirement for the Layne Park Revitalization Project by filing a Notice of Exemption based on CEQA's guidelines Section 15301 (Existing Facilities) Class 1 and Section 15302 (Replacement or Reconstruction of existing Structures of Facilities). Class 1 exempts the project when the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Class 2 exception is allowable when the replacement or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Page 5 of 6

BUDGET IMPACT:

The total estimated cost for the Layne Park Revitalization Project is \$1,134,245. Funding is included in the City's adopted Fiscal Year 2020-2021 budget through the Statewide Park Development and Community Revitalization (SPP) Grant and the City's cash match.

SOURCES				
Fund	Account Number	Allo	Allocation	
Statewide Parks Program (Grant)	010-3697-3669	\$	1,114,245	
City's Capital Projects (Match)	010-3697-3669	\$	20,000	
		\$		
Total Sources:		\$	1,134,245	

USES				
Activity	Account Number	Cost		
Pre-construction Cost	010-420-3669-4600	\$	225,000	
Plans, Specifications, Cost Estimates, Permits		\$	0	
Groundbreaking, public meetings		\$	0	
Construction	010-420-3669-4600	\$	909,245	
Expenditures-to-Date		\$	0	
Total Uses:		\$	1,134,245	

The grant allocates \$250,000 towards preconstruction cost. MIG's Proposal Cost of \$189,804 is within the allotted amount. Staff recommends that the City Council entertain a Motion authorizing the City Manager to approve an additional scope of work for the community engagement meetings not specified in the initial RFP, not to exceed \$25,000. At the conclusion of the design, staff will request to re-allocate any remaining funds toward construction.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with MIG in an amount not to exceed \$189,804, to provide the design of the Layne Park Revitalization Project, authorize the City Manager to approve an additional scope of work for enhanced community outreach, not to exceed \$25,000, and authorize the City Manager to execute all related documents.

Page 6 of 6

ATTACHMENT:

A. Contract No. 1974















Layne Park

REVITALIZATION PROJECT

Proposal | October 20, 2020



617 West Seventh Street, #304 | Los Angeles, CA 90017 (213) 694-3800 | www.migcom.com

In association with: CWE | Integral Group | Geotechnologies, Inc.



617 West Seventh Street, #304 Los Angeles, CA 90017 P (213) 694-3800 F (213) 694-3801 www.migcom.com

CALIFORNIA

BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSE, AND SONOMA

COLORADO

DENVER

OREGON

PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

October 20, 2020

City of San Fernando
City Hall
117 Macneil Street
San Fernando, California, 91340

Re: Layne Park Revitalization Project

Dear Selection Committee Members:

With the Layne Park Revitalization Project, San Fernando is embracing an opportunity to address resident demand while simultaneously creating a signature neighborhood park that not only bolsters community identity and civic pride, but also provides a place for active sports and recreation in the city core.

The MIG Team is ideally suited for this project. We bring proven, in-depth expertise in parks planning and landscape design, dynamic in-house graphic design and communication capabilities to the project. Our passion is to help create public spaces that capture the community's spirit and have a special resonance by connecting families to art, nature, passive and active recreation, and play with the places they live. For over 35 years, we have been connecting people to people, and people to place through engaging, contextual, and truly authentic participatory design.

MIG is a community of designers, planners, and storytellers engaging, involving, and acting on the wisdom of the community in creative problem solving. Collectively, we are a streamlined, integrated team with deep and nuanced experience that brings the following specific strengths to the project:

- » Commitment to building great public places that embrace universal design and are created with operational, economic, and ecological resilience in mind;
- » Direct experience working on projects funded through the Statewide Park Development and Community Revitalization Program and within the framework of the grant requirements; and
- » An ability to implement the conceptual design and provide the requested services developing design solutions for public agencies of similar size, population, and needs.

We welcome the opportunity to discuss our proposal and ideas with you in further detail. Should you have any questions about our proposal, please do not hesitate to contact me at (310) 570-3804 or via email at emather@migcom.com. Thank you for the opportunity to be considered for this transformative project for the Layne Park neighborhood and the City of San Fernando.

Sincerely,



Evan Mather, FASLA, PLA, SITES AP Principal, Director of Landscape Architecture



CONTENTS

01 Proposal Summary				. 1
02 Team Profile				. 6
03 Team Experience .				. 9
04 Work Plan				. 16
05 Project Staffing .				.22
06 Proposal Costs and	Ra	tes		. 31



Concept illustration for Layne Park

Proposal Summary

We understand the core objective of the Layne Park Revitalization Project is to deliver a 3/4-acre park for the San Fernando community based on the park program promised in the Proposition 68 grant proposal and outlined in the RFP; meets the funding availability of the grant proposal itself; and is ready to bid in mid-2021. Furthermore, we see an overarching opportunity presented by the Layne Park project to demonstrate civic leadership by creating a revitalized open space that meets the recreational, social, cultural, environmental, educational, and economic goals of the City of San Fernando Park & Recreation Master Plan.

MIG is recognized as leaders in delivering landscape architectural design solutions that are artful, driven by a compelling narrative, responsive to the site's natural and historic context, promote equitable communities, fiscally and environmentally sustainable, and constructable.

In order to deliver the Layne Park Revitalization Project, we have assembled a team of professionals who have demonstrated the comprehensive knowledge of the factors that will influence and inform the design and ultimate success of the project. Our team is:

- » MIG (Prime Consultant and Landscape Architects) will act as an extension of the City of San Fernando staff to deliver the final PS&E by May 2021. We will be responsible for the overall design of the project and work proactively with the City to ensure continuous and effective communication, creative problem solving, and efficient completion of tasks.
- » CWE will prepare the topographic survey for the site, provide civil engineering services (i.e. site grading and bioswale design), and structural engineering for site features, including walls and fences, the shade structures, and the prefabricated restroom foundation.

- » Integral Group will coordinate the utility connections for the project, including the solar powered elements (i.e. lighting, restroom, irrigation controller) and the restroom building itself.
- » Geotechnologies, Inc. will complete the geotechnical investigation for the project, identifying the ideal location for LID features and prefabricated restroom building.

With 240 employees in 14 offices, MIG brings a breadth of experience and capacity to deliver the Layne Park Revitalization project within the timeframe proposed in the RFP. It is important to note that while the RFP and subsequent communication by the City suggest that the target date for construction is May 2021, we suggest that while the 95% PS&E may be delivered by that date, there will be additional time required to bid, award, and mobilize the project. We believe it is more realistic to plan for a start of construction in Fall 2021, but will work diligently with the City to fine tune the schedule in order to expedite the project as much as possible.

Our proposal contains herein examples of relevant projects of varying scales and complexities that share some of the same issues as the Layne Park Revitalization project.

- » Johnny Carson Park Revitalization for the City of Burbank is an award-winning demonstration of how a local neighborhood solution can deliver regional benefits – in this case the transformation of a concrete storm channel into a restored native stream to filter urban runoff before discharge into the Los Angeles River. The park was funded with a Proposition 84 grant and demonstrates our knowledge of working with the California Natural Resources Agency. Additionally, park construction was augmented by resources from the California Conservation Corps who assisted with park demolition and planting of the revegetated stream.
- Yanaguana Garden at Hemisfair Park is a nationally recognized park in downtown San Antonio acclaimed for the design elements that authentically reflect the rich cultural heritage of the community - notably a universally accessible children's playground acclaimed as a "love letter to the City."

- » Westlake Village Community Park is a recentlycompleted 20-acre sports facility for the City of Westlake Village, and is an example of our experience with sustainable sports field design including the use of synthetic turf as a water conservation measure.
- » Pasadena Playhouse District Park is currently nearing the end of its design phase and is anticipated to be constructed in early 2021. We share this project as a current demonstration of our experience with maximizing program activities within a tight site. The MIG Team creatively maximized a number of community-driven program elements – children's play area, prefabricated restroom, shade structure, dog park, and parking plaza – within the one-acre site. Our commitment to balancing site programs with space constraints will benefit the Layne Park project.

REVISED CONCEPT PLAN

In conjunction with this proposal effort, the MIG Team has reviewed the conceptual site plan included in Proposition 68 grant application (and subsequently in the the RFP document), and has identified several potential revisions to the concept that would improve the design. While we understand the risks associated with developing a concept plan without collaboration or communication with the City of San Fernando or the community, we saw this as an opportunity to demonstrate not only our passion for the project, but also our knowledge and experience in the realm of park planning and sports field design.

Our design concept, illustrated herein (see Exhibit on page 4), works to maximize the community-driven program elements within the limited space available on the Layne Park site. In addition to saving most of the mature trees, the design features:

» A universally designed children's play area with integrated shade elements. To address safety concerns, the playground has been moved away from the street and made more centrally located. MIG is internationally recognized as a leader in the design and development of children's play environments—we literally wrote the book "Play For All Guidelines" (1987).

- » A restroom building (prefabricated to maximize value within the limited budget) is conveniently located adjacent to the children's play area. MIG has recent experience working with a variety of restroom manufacturers, and has incorporated them locally for parks in downtown Los Angeles and Pasadena. We have an architect on staff who will work with the City and design team in customizing the restroom to best reflect the design of the park and the context of the neighborhood.
- » A lighted basketball court is located on the park's northern edge adjacent to Huntington Street. Note that the court has been reoriented for better solar orientation and to minimize space constraints. We envision the incorporation of decorative graphics within the court design to serve as a public art element that reflects the diversity of the adjacent community.
- » The lighted synthetic turf soccer field has been revised dimensionally to better adhere to the U10 size requirements of youth soccer programs. While we anticipate having a subdrain system, bioswales straddle the field to capture runoff.
- » We call these bioswales the "Discovery Creeks," and see them not only as a key LID feature, but also as an opportunity to educate the public about sustainability and the native plants and animals of the San Fernando area.
- » A series of picnic shelters and shaded picnic areas round out the park design, which is complemented with walls and fences for security, new energy-efficient park lighting, a smart irrigation system, and a palette of plant material appropriate for the San Fernando microclimate.

This concept plan is merely a possibility and demonstration of our passion for the Layne Park Revitalization project. Our work plan and proposed design fee incorporated within this document is specifically not predicated on this concept plan. We look forward to working with the City of San Fernando in crafting a park design that reflects not only the requirements of the Prop 68 grant, but also the dreams and aspirations of the community itself.



WHY MIG?

In summary, we have identified several key differentiators that distinguish MIG from our competitors:

- » MIG has a full range of in-house expertise available to help deliver the project, including not only landscape architecture, but also architecture, signage design, CEQA review, habitat restoration, and community engagement.
- » MIG has experience working with the California Natural Resources Agency on delivering grant-funded park and open space projects.
- » MIG is a recognized leader in the development of children's play environments.
- » MIG is experienced with the development of sports facilities, including synthetic turf soccer fields and basketball courts.
- » MIG has worked with the California Conservation Corps in park design and implementation.
- » MIG is a leader in the incorporation of green infrastructure, including bioswales, in our park projects.

MIG is passionate about delivering park and open space projects that meet the recreational, social, cultural, environmental, educational, and economic goals of communities. We look forward to delivering a Layne Park Revitalization Project that is artful, driven by a compelling narrative, responsive to the site's natural and historic context, promotes community equity, is fiscally and environmentally sustainable, and constructable.

North Huntington Street





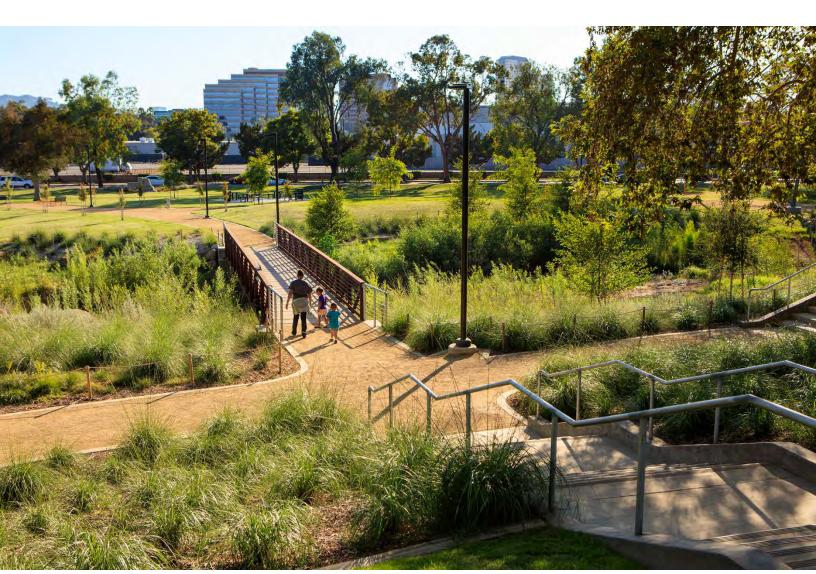
CONTACTS

Evan Mather, FASLA, PLA, SITES AP

Principal-in-Charge 617 West Seventh Street, Suite 304 Los Angeles, California 90017 office: (213) 694-3800 ext. 2525 | cell: (310) 570-3804 emather@migcom.com

Oscar Johnson, PLA

Project Manager 617 West Seventh Street, Suite 304 Los Angeles, California 90017 (714) 871-3638 ext. 4090 oscarj@migcom.com



Johnny Carson Park, Burbank, California



Compton Creek Nature Park, Compton, California

Team Profile

About MIG, Inc.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own futures.
- The world needs an ecological perspective.
- Great projects work for everybody.
- Elegant design inspires new thinking.
- All work should be context driven.
- Accessibility is always a given.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked with public, private and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn, and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature, and each other.



Existing site features, topography and history inform our designs as we work with clients and communities to develop a specific program of functions and uses creating a powerful sense of place that not only pleases the eye but protects ecological and cultural resources and enhances community livability.

We offer a full range of services including site assessment, programming, concept and schematic design, feasibility analysis, irrigation, and planting design, construction documentation and administration, and site maintenance manuals. Our approach is crossgenerational and universal—allowing all ages and abilities to share in the experience; integrated—considering all aspects of a project from vision to construction to ongoing maintenance; collaborative—partnering with clients and communities to foster ownership and advocacy; and creative—striving for innovation in design, programming, and implementation.

MIG Details

Size	240 employees
Office Locations	Los Angeles, Pasadena, Fullerton, Riverside, San Diego, Berkeley, San Jose, Sonoma, Sacramento, Portland, Denver, Seattle Pioneer Square, Seattle Westlake, San Antonio
Years in Business	38
Organizational Structure	Corporation
Litigation	MIG has no pending litigation or litigation within the last five years.

AREAS OF EXPERTISE

- » Urban Design and Placemaking
- » Park and Natural Areas Planning
- » Design for Children and Youth
- » Ecological Design and Landscape Architecture
- Recreation Programs and Community Services
- » Park and Facility Needs Analysis and Operations and Maintenance Plans
- » Community Outreach and Involvement
- » Facilitation and Consensus Building
- » Landscape Architecture, Parks, Plazas and Public Realm
- Cultural Landscapes
- Universal Design and Accessibility

Subconsultants

CWE

Civil Engineering, Survey, Structural Engineering

Since 2006, CWE's trusted and distinguished civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. They have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from their promise of Creating a Better *Tomorrow, Today*™. CWE's award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow. They work tirelessly to bring the mastery, creativity, and commitment necessary to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard.

CWE has been recognized by the Zweig Group as a "Hot Firm" three times and a "Best Firm To Work For" four years in a row. These honors not only highlight CWE's significant business growth, but also reflect their growing staff's sense of purpose and happiness at CWE. The firm is eager to demonstrate how engaged employees with the same goal of Creating a Better Tomorrow, *Today*™ prompt clients to return, and show the City of San Fernando what benefits their dedicated engineers and scientists can bring to fulfill this project's civil engineering, structural engineering, and survey needs.

CWE is a Disadvantaged (DBE), Minority (MBE), and Small Business Enterprise (SBE).

CWF Details

0	
Size	34 employees
Office Locations	Orange County, Los Angeles County, San Diego County, Utah County
Years in Business	14
Organizational Structure	Corporation
Litigation	CWE has no pending litigation or litigation within the last five years.



INTEGRAL GROUP

Mechanical, Electrical, and Plumbing Engineering

Integral Group is an interactive global network of mechanical, electrical, plumbing, and energy engineers collaborating under a single deep green engineering umbrella. They provide a full range of building system design and energy analysis services, and with a staff of over 800, across over 20 offices in the United States, Australia, Canada, and Europe. Integral Group is regarded as an innovative leader in building system design. As members of the US, Australian, Canadian, and UK, Green Building Councils and are founding signatories of the World Green Building Council's Net Zero Carbon Buildings Commitment, Integral Group has 100+ LEED Accredited Professionals with expertise that includes alternative energy sources, passive system design, and green building systems.

The firm's organization is designed to specifically meet the challenge of accelerating critical change in sustainable building practices. Their integrated approach to building systems design allows them to enhance opportunities that nature provides, working in harmony with a building's environment to reduce its reliance on outside energy sources. Integral Group specializes in the design of simple, elegant, cost-effective systems for high performance building environments and provide comprehensive analyses that help prioritize their energy saving potential and carbon reduction effect.

Integral Group Details

Size	800 employees
Office Locations	Oakland, CA Los Angeles, CA San Diego, CA Seattle, WA Austin, TX Atlanta, GA Washington, DC Richmond, VA New York, NY, Vancouver, BC Victoria, BC Calgary, AB Edmonton, AB Toronto, ON London, UK Oxford, UK Belgrade, SER Sydney, AUS Melbourne, AUS Brisbane, AUS
Years in Business	11
Organizational Structure	Corporation
Litigation	Integral Group has no pending litigation or litigation within the last five years.

GEOTECHNOLOGIES, INC.

Geotechnical Engineering

Geotechnologies, Inc. has been providing geotechnical services for 48 years in the Southern California region for a wide spectrum of clients from private developers to public institutions.

Geotechnologies, Inc. has consulted on over 21,000 projects in both the private and public sectors. Projects types include municipal, commercial, institutional, medical, retail, research, entertainment, and residential. The firm's staff of registered engineers and geologists specializes in foundation and shoring design, grading recommendations, and seismic hazard evaluation. The field technician staff provides testing and inspection services during the course of construction. Such inspections include footings, piles, shoring, helical anchors, and grading control.

Geotechnologies, Inc. Details

Size	24 employees
Office Locations	Glendale, CA
Years in Business	48
Organizational Structure	Corporation
Litigation	Geotechnologies has no pending litigation or litigation within the last five years.



Yanaguana Garden at Hemisfair Park, San Antonio, Texas

Team Experience

MIG

Landscape Architecture

With a core competency in landscape architecture, MIG provides full services from concept design, feasibility studies and master plans to construction documentation and administration. The firm has broad experience in the design of sustainable outdoor environments that integrate people with and without disabilities, contribute to community livability and enable residents to lead healthy, active lifestyles. Projects range from parks and plazas to trails and streetscapes. We create innovative environments that:

- » Foster a sense of place:
- » Contribute to neighborhood and community identity;
- » Promote public safety;
- » Facilitate intergenerational recreation opportunities;
- » Promote environmental stewardship and sustainability;
- » Honor the community's history and natural environment;
- » Meet maintenance and program needs; and
- » Support revenue generating goals.

Parks, Open Space, and Trails Planning

A coordinated and integrated park, open space, and trails network provides significant community benefits and is an important factor for increasing livability. MIG has a track record of designing context-sensitive parks and trails that enhance public use, access, and user experience; encourage resource preservation; support a comprehensive transportation strategy; and incorporate local and state objectives. Creating a comprehensive and connected network of trail corridors requires an understanding of the complexities associated with overlapping jurisdictions, goals, and strategies.



Public Involvement and Community Outreach

MIG has extensive experience designing public outreach and involvement programs that educate the community, encourage participation, engage stakeholders in evaluating alternatives, and provide agency staff with meaningful community input. MIG provides a multilevel, well-documented involvement process aimed at increasing public confidence in decision making. MIG uses proven facilitation techniques and succinct, easily understood information to ensure that the community and stakeholders understand pertinent issues and that agencies receive meaningful community input. Our outreach approach enables the community to contribute ideas, solutions and strategies for addressing issues, which results in supported and successful projects.

Sustainable Design

MIG's design and planning practice is built on a foundation of creating sustainable projects that comprehensively integrate all aspects of low impact development from building public realm and open space design to creative methods of promoting healthy living and educating the community.



CWE

CWE has experience providing civil engineering services for the City of San Fernando in recent months. They installed an underground manufactured infiltration system underneath the existing park and replace the baseball field and irrigation system for the San Fernando Regional Park Infiltration project, which was funded under the Proposition 1 Stormwater Grant Program. Six different alternatives were developed and evaluated to maximize benefits while reducing capital cost and ongoing life cycle cost. The infiltration system serves a drainage area greater than 950 acres and recharge groundwater sources with 446 acre-feet of runoff annually.

Civil Engineering

CWE has been providing civil infrastructure design and improvement services for 14 years as a firm, and has prepared numerous park improvement plans. Their civil design expertise on projects such as the City of Torrance Stormwater Basin and Treatment Wetland Enhancement, City of Los Angeles Garvanza Park Rainwater Capture and Use, and City of Santa Monica Los Amigo Park Stormwater Harvesting and Direct Use Demonstration has been recognized on a local and national level from entities such as the American Society of Civil Engineers (ASCE), Engineering News-Record (ENR), and the California Stormwater Quality Association (CASQA). CWE staff includes 11 Professional Engineers (PEs) and 9 Envision™ Sustainability Professionals (ENV SP) with experience providing design Plans, Specifications, and Estimates (PS&Es) at the 30%, 60%, 90%, and 100% levels. In addition to civil infrastructure design, CWE has experience developing and implementing improvement plans, Stormwater Pollution Prevention Plans (SWPPPs) and Low Impact Development (LID) Plans, and performing water pressure, sewer, and hydrology and hydraulic studies for public works clients.

Survey

CWE has conducted significant survey work for numerous park improvement projects throughout Southern California, including the City of San Fernando Regional Park Infiltration, City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, and City of Bell Gardens John Anson Ford Park Infiltration Cistern projects, to name a few. The survey tasks have included boundary survey, topographic survey, design survey, and construction staking for most of our civil design projects. CWE conducts field surveys, site evaluations, and investigations, and coordinates proposed improvements with existing field conditions. Plans will clearly show existing conditions, including but not limited to signs, traffic striping/markings, curbs, gutters, street lights, etc. from field observations. Topographic survey will include existing structures on private property that might interfere with construction of the project, and will be clearly shown and identified within the base topographic mapping. This work will be prepared in US Customary English units by our California-licensed Land Surveyor in accordance with the City and County of Riverside guidelines and in Computer Aided Design and Drafting (CADD) format (scale 1 inch = 40 feet). The horizontal datum will be NAD 83 California State Plane Zone VI, and the vertical datum will be NAVD 88.

Structural Engineering

CWE has significant experience with providing structural engineering for park improvement projects, and have prepared structural calculations for prefabricated restroom building foundations, bridges, dams, walls, towers, canopies, site lighting poles, and fencing. currently providing structural calculations for the LACPW Burton Chase Park project, with a focus on the sizing of shelter members, the prefabricated restroom facility foundation, and conducting a bridge evaluation. CWE also helped design the main entrance bridge replacement for the City of Long Beach El Dorado Nature Center Improvement project and construct bridge abutments for the award-winning City of Burbank Johnny Carson Park Improvement and Stream Restoration project as part of the MIG Team.



INTEGRAL GROUP

Mechanical Design

Integral Group designs efficient mechanical and HVAC systems including the use of chilled beams, efficient outside air systems that eliminate reheat, radiant cooling systems and low pressure drop systems. They are leaders in HVAC for critical environments and are widely recognized as innovators in radiant heating and cooling systems.

Electrical and Lighting/Daylighting Design

Integral Group provides a full range of sustainable electrical systems design services including power distribution, lighting and lighting controls, fire detection and alarm, public address, master clock, telephone and data systems, and renewable energy sources. They also specialize in architectural lighting design, energy conservation systems, and site infrastructure.

Plumbing Design

Integral Group developed deep expertise in the design of critical environments involving complex water quality issues that require unique experience and technical knowledge. In all building and project types, water is a key component of sustainable design and is interconnected with energy efficiency in many ways that are not always widely recognized. They are well versed in the specification and use of low-flow fixtures, rainwater, and grey and black water systems.

Energy Analysis

Integral Group's services in this area include detailed measurement, analysis, and recommendations on energy efficient solutions for a wide variety of building types and environments. They use the most advanced analytical tools available today including CFD modeling and proprietary software, monitoring, and analysis solutions. Because of their unique experience, expertise, and knowledge gained from both design and analysis of many different projects over the years, Integral Group is often called upon to help develop industry standards.

GEOTECHNOLOGIES, INC.

Geotechnical Engineering

Geotechnologies, Inc. has won California Geotechnical Engineer's Association (CalGeo) Outstanding Project Award twice. These awards recognized innovation in the USC North Science Building renovation and the stabilization of a failing Frank Lloyd Wright structure. In addition, the firm has received three Honorable Mention Awards for Outstanding Project.

Their staff of registered engineers and geologists specializes in foundation, shoring and retaining wall design; grading guidelines; seismic hazard evaluation; geological hazard evaluation and peer review. Their broad range of services has made Geotechnologies, Inc. a leading project consultant in the Southern California area.

The testing and geotechnical observation services provided by Geotechnologies, Inc. during construction are performed by registered City of Los Angeles Deputy Grading Inspectors. Inspectors verify that the recommendations provided by the engineers, and the requirements of the building code, are met.

All laboratory testing is performed in-house allowing for greater quality control. The laboratory operated by Geotechnologies, Inc. has been accredited by the American Association of State Highway and Transportation Officials (AASHTO), the City of Los Angeles, and the California Division of the State Architect (DSA).







Johnny Carson Park Revitalization

BURBANK, CALIFORNIA

MIG led this \$3.7 million project to transform a drainage channel into the centerpiece of Johnny Carson Park—one of Burbank's largest and most utilized neighborhood parks. Our team was challenged with the task of upgrading the park's infrastructure while meeting the City's sustainability goals. The work focused on the restoration of Little Tujunga Wash, which traverses the 10-acre park and flows into the Los Angeles River.

MIG conducted a highly interactive community design process with City staff, community leaders, local residents, and businesses to define the needs and to solicit feedback on the design options. Based upon this input, MIG developed an innovative, sustainable design that provides multiple benefits of improved energy and water efficiency, public access, and water quality. The Little Tujunga Wash is now a recreation destination with an enhanced habitat; improved pedestrian access with bridges and new walking paths lined with parcourse equipment; a California native plant palette; and reclaimed water irrigation.

MIG provided full landscape architecture services for planting, hardscape, and irrigation for the entire park renovation, which also included new LED lighting, an acoustic concert stage, an expanded children's play area, and picnic areas.

Johnny Carson Park reopened in July 2016 and has been recognized for its excellence in quality-of-life design by the American Society of Landscape Architects and the American Public Works Association.

PROJECT DETAILS

Project Cost: \$3.7 Million

Timeframe: 2014-2016

Reference: Judie Wilke

City of Burbank Park, Recreation and Community

Services Department (818) 238-3773

jwilke@ci.burbank.ca.us

AWARDS

- » BEST Awards 2016, APWA So. California Chapter
- » Merit Award 2016, ASLA/SC Quality of Life Design Awards







Yanaguana Garden at Hemisfair Park

SAN ANTONIO, TEXAS

MIG led the visioning, programming, and design for key public spaces at Hemisfair Park. This 104-acre redevelopment area in central San Antonio, has become one of the great attractions of the city, a well-loved and authentic destination that enhances livability of San Antonio residents of all ages. MIG led the team that prepared the programming document to guide the overall design concept for Hemisfair Park, then took the first projects from design through construction. Yanaguana Garden is the implementation of just one of those areas.

Since 2010, San Antonio had imagined an active, exciting 24/7 outdoor play and recreation experience for both kids and adults. On opening day the local newspaper called the park a "love letter to the City." From young children thrilled at climbing the Boomerang, to adults of all ages playing ping pong and enjoying the live entertainment and many food options from local vendors, visitors describe Yanaguana as colorful and fun.

The wide variety of options that were thoughtfully considered and executed, make this the City's "backyard," a place for all to gather and enjoy regardless of age, ability, or economics.

Key design elements of the park include a winding promenade with vine covered Pergola and surface pattern that flows through the site to connect to San Antonio's famed river; native limestone seatwalls; a cascading water play spray area with terraced limestone ledges and seatwalls, custom mosaic glass patterns; a central square with colorful checkered patterns that can be game boards or a colorful dance floor for special events; a custom restroom building with a one-of-a-kind mural; an outdoor theater and seating area, active play areas, shaded rocky sandscape and a mosaic play sculpture titled PanterAzul based on the legendary blue panther and a well spring and winding river mosaic seatwall. Around the entire area are restaurants, an ice cream parlor, a future beer garden and an intimate music venue with streets that merge into the park and extend to other parts of Hemisfair.

PROJECT DETAILS

Project Cost: \$6 Million

Timeframe: 2013-2016

Reference:

Andres Andujar, HPARC

(210) 867-1305 | Andres.Andujar@Hemisfair.org









Westlake Village Community Park

WESTLAKE VILLAGE, CALIFORNIA

MIG helped the City of Westlake Village to assess and select a site for an approximately 20-acre community sports park in association with the YMCA.

MIG developed a conceptual plan for a hillside park off of Thousand Oaks Boulevard just west of Lindero Canyon Road. The plan provides for a variety of active recreation, including a children's play area, in-ground skate park, perimeter jogging/walking trail, overlay basketball courts in the parking area, and lighted fields for softball/baseball and soccer. The plan also incorporates supporting amenities such as a restroom/concession building, picnic facilities, and a maintenance building and yard.

Access to the park is via a one-way entrance drive and exit roadway from Thousand Oaks Boulevard. The YMCA building and pool complex are centrally located in the park for ease of access and user convenience. Each sportsfield will be constructed using synthetic turf to lower operational costs and conserve water. Slopes will be landscaped with drought tolerant and native plant species to blend into the adjacent oak woodland foothills.

PROJECT DETAILS

Project Cost: \$748,280 Design, \$16 M Construction

Timeframe: 2015-2017

Reference:

Audrey Brown, Assistant City Manager City of Westlake Village (818) 706-1614

audrey@wlv.org



Pasadena Playhouse District Park

PASADENA, CALIFORNIA

MIG is working with the City of Pasadena and area residents in the transformation of an existing surface parking lot into the first urban park in Pasadena's historic Playhouse Village district. This one-acre community-driven park is geared to serve not only visitors to this popular retail and entertainment district, but also a growing residential population, resulting from a series of new multi-family developments completed over the last two decades.

The park design is centered around a vine-covered shade trellis, which acts as a community gathering point, and features a children's playground, historic water feature, open lawn area, convenient dog run, restroom building with concession option, and California-themed landscaping.

A new landscaped buffer along Union Street provides additional open space and pedestrian streetscape. A 48-space surface parking lot is designed to accommodate events, including farmers markets and street fairs, and also capture on-site stormwater. New furniture, lighting, and public art elements complement the design. The park is scheduled to begin construction in early 2021, with completion estimated by the end of 2021.

PROJECT DETAILS

Project Cost: \$553K (fee)

Timeframe: 2019-2021

Reference: Hayden Melbourn, Principal Engineer City of Pasadena Public Works and Engineering

(626) 744-7345

hmelbourn@cityofpasadena.net



04Work Plan

Project Understanding

The City of San Fernando is interested in contracting with an experienced and qualified firm to provide professional design services for the Layne Park Revitalization Project, located at 120 North Huntington Street, San Fernando. Layne Park is a small neighborhood park approximately 33,200 square feet in size serving both residential and commercial residents. The existing park amenities include an open field, playground equipment, and several picnic tables. The objective of the Layne Park Renovation Project is to enhance the park amenities that will provide greater recreational opportunities for the surrounding community, provide employment or volunteer opportunities for residents, and incorporate environmental elements for efficient use of water and other natural resources. The Statewide Park Development and Community Revitalization Grant Program is funding the Layne Park Revitalization Project. As such, all contracted work must comply with the provisions of §1771.5 of the State Labor Code.

Project Approach

MIG brings to the City of San Fernando nearly four decades of success driven by a philosophy of working interactively with our clients. It will be our intent to become an extension of your staff. We have provided professional design services to more than 250 cities, eight counties, the State of California, 12 states throughout the United States, the Federal Government, college and corporate campuses and many park, and school districts throughout the country. MIG will bring our experience of completed construction plans for public facilities totaling more than \$1 billion. We have designed many renovated and enhanced community parks that include facilities similar to Layne Park. Recent parks include: Johnny Carson Park in Burbank, Lambert Park in El Monte, Wishing Tree Park in West Carson, Ponderosa and Anaheim Coves Parks in Anaheim, Golden, Apollo, Dennis-The-Menace and Wilderness Parks in Downey, and the just-completed Magic Johnson Park in Willowbrook and Veterans Park in Tustin.



The MIG Team appreciates the magnitude and increasing importance of Layne Park as an established resource in your community. We also realize the value of determination the City has shown in successfully winning the highly competitive State grant funding for the enhancement of this park and will adhere to all grant funding requirements. Having completed many State grant funded projects, such as Wishing Tree Park in Carson and Mendez Tribute Monument Park in Westminster, we understand the requirements such as providing design elements that the Conservation Corps are able to perform. We are also familiar with the State accounting requirements for documenting hours and expenses throughout the design and billing process. This will significantly ease the process of invoicing and tracking payments through the City and State.

The renovation of Layne Park will require thorough knowledge of current mandates that will affect design. Accessibility requirements will require circulation and full universal access to facilities throughout the park. We understand the water conservation requirements enacted by AB325 and AB1881 that now govern irrigation water use. These water conservation concerns and mandated irrigation restrictions have prompted limitations on turf use, requirements for smart weather-based irrigation controllers and more efficient sprinklers and drip systems. Implementation of on-site green infrastructure to capture and store stormwater runoff for percolation and groundwater recharge is becoming the norm. Resource conservation in terms of energy efficiency and long-term maintenance demands is a key design criterion which we will consider in our conceptual design process. Our intention is to design your proposed park improvements with your City's high-quality standards and goals of safety, connectivity, opportunities for intergenerational activities, healthy exercise, and positive community interaction. We will work closely with City maintenance staff to garner their knowledge and recommendations to efficiently manage this facility and ongoing costs.



Communication will be key in the successful development of Layne Park. Our MIG project manager will present and set an agreed schedule with the City at the project start. The schedule will indicate the tasks, milestones, deliverable dates, and anticipated review periods throughout the design process. We will carefully monitor and manage that schedule continuously through the design process, making adjustments as necessary with the City staff's review and approval to accommodate any meetings and or extended review periods that may become necessary. Continual communication between the City and the project team through the project manager, will keep the project schedule coordinated and everyone informed. If an unexpected delay occurs, the project manager will prepare and present a plan of action for making up the time to the City representative for review and approval.

MIG is particularly familiar with the special requirements of municipal projects. Our team understands the importance of complete and thorough bid documents to ensure quality construction from the "low responsive bid" contractors. Our design and construction documents will reflect this attention to detail and the quality of materials and equipment selected.

MIG has developed an In-House Plan Review and Checklist document for Quality Assurance/ Quality Control in the review of construction documents. Our team will utilize MIG's plan review checklists in preparing and reviewing the construction documents for Layne Park. The checklists address the following drawing and specification items: Grading, Drainage, Irrigation Systems, Walkways, Fencing, Lighting, Restroom Building, Passive Facilities, Site Amenities, Drought Tolerant Plant Materials, Signage and General and Specific Notes.



MIG has earned a reputation for completing our project tasks in a timely manner. The broad experience of our overall firm coupled with the expertise of our local office personnel ensure our prompt response to your project assignments and any questions and issues that may come up during the design or construction process. We will work closely with the City staff and our project team to meet all project milestones.

MIG understands the relationship between the City departments and the approval process. In providing design services for our public clients, the MIG Team understands the City's submittal process, multi-agency review schedules and desire to address plan check comments in a timely manner. We realize the value of proactively moving the project forward, to ensure reviewers' continuity and maintain project momentum.

The MIG Team is very familiar with construction administrative procedures and construction support services. MIG provides on-site construction observation and support for most of our clients. As the prime design consultant for 90% of our projects, we coordinate the on-site services for all project team consultants. Our staff is well trained in construction administration services and tasks, coordination with consultants, Agency staff, and the contractor. We understand that construction support will be at the City's request and paid on a time and materials basis as utilized. We strongly recommend construction support services as needed, to ensure that the project implementation is according to the design intent.

MIG favors a highly interactive approach in which our project team will work closely with City staff as directed. We envision Layne Park as a collaborative team effort that will maximize the strengths and resources of all project team members and City staff and will result in a re-energized and beloved neighborhood park.

Project Scope of Work

In accordance with an executed professional services agreement, MIG shall coordinate planning of Layne Park's program elements and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of our design process, MIG will prepare high quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City of San Fernando. As communicated in the RFP, the Layne Park Revitalization Project must include the following:

- » Construct a restroom building, powered by solar panels.
- » Construct a basketball court with lighting.
- » Construct an artificial turf soccer field with lighting.
- » Add new landscape and irrigation improvements.
 - Tree removal/replacement (if needed).
 - Smart Irrigation with ground sensors.
 - Bioswales.
 - Plant non-invasive and drought tolerant trees, shrubs, etc.
- » Conform existing and new lighting to LED, solar power preferably.
- » Add fencing along alley ways.
- » Renovate playground for ADA accessibility and add shading.
- » Install shading for existing picnic tables.
- » Install drinking fountains.
- » Design to incorporate projects that the California Conservation Corps will perform.

Our cost proposal includes the delivery of the following items:

- » Geotechnical Report.
- » Topographic Survey.
- » 30%, 65%, 95%, and 100% (Bid Set) PS&E (Plans, Specifications, and Estimate).



Our proposed project schedule is based on the overall milestones as provided in the RFP. We are committed to and staffed appropriately to complete the Layne Park Revitalization Project bid documents by June 2021 based on receipt of a notice-to-proceed (NTP) from the City of San Fernando in November 2020. Specific project milestones include:

- » Kickoff Meeting with City of San Fernando November 30, 2020
- » Submit 30% PS&E to City of San Fernando January 4, 2021
- » Present 30% PS&E at City Council Meeting January 18, 2021
- » Submit 65% PS&E to City of San Fernando March 1, 2021
- » Present 65% PS&E at City Council Meeting March 15, 2021
- » Submit 95% PS&E to City of San Fernando April 26, 2021
- » Present 95% PS&E at City Council Meeting May 17, 2021
- » Submit Bid Set to City of San Fernando May 2021
- » Bid Period Summer 2021
- » Construction Period Fall 2021/Spring 2022
- » Layne Park Revitalization Project Grand Opening May 2022
- » Submit Record Drawings June 2022

TASK 1: PROJECT MANAGEMENT

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to coordination and management of the MIG consultant team, perform Quality Assurance/Quality Control (QA/QC) measures, and conduct project coordination meetings with City of San Fernando. Specific tasks include:

1.01 MIG will provide General Project Management including but not limited to providing monthly status reports, providing the design schedule with updates as requested, providing meeting minutes with action items, reviewing and approving monthly billing invoices, and coordinating subconsultant contracts.

1.02 MIG will facilitate regular Project Meetings via Teleconference with the City of San Fernando and consultant team. For the purposes of this proposal, we have estimated twenty-four (24) one-hour weekly teleconferences during the development of the project.

TASK 2: PLANS, SPECIFICATIONS, AND ENGINEERING ESTIMATES

The goal of this task is to prepare the Plans, Specifications, and Estimate for the Layne Park Revitalization project, as required to construct the project. It is anticipated that the package will include, at a minimum: Title Sheet; General Notes; Existing Conditions (including Right-of-Way) Plans; Demolition Plans; Tree Disposition Plans; Horizontal Control Plans; Grading and Utilities Plans; Landscape Construction (Flatwork, Furniture, Fencing/Walls, Lighting), Planting, and Irrigation Plans; Electrical Plans; and all required details anticipated to construct the project. MIG will prepare the technical specifications for the project, the City will prepare the general conditions for the project manual. A preliminary estimate of probable construction costs (i.e. engineering estimate) consistent with the drawings and specifications will be prepared.

- 2.01 The MIG Team will prepare a Topographic Survey for use in the project. The survey will include contours at one-foot intervals; spot elevations on hardscape features; existing building and structure footprints; sidewalks and trails, driveways, and handicap ramps; trees and major specimen plants, with trunk diameters greater than six inches; above ground utilities including valves, pull-boxes, meters, vaults, and miscellaneous manholes; all major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks, and natural group.
- 2.02 The MIG Team will prepare a Geotechnical Report for use in the project that will inform the City and consultant team on the possible location of LID elements, a well as the optimal locations for site structures (i.e. prefabricated restrooms and shade elements).



- 2.03 MIG will visit the project site and conduct Field Investigation services (i.e. review of existing context, review of existing utilities, site conditions, site photography) as required to deliver the project.
- 2.04 MIG will prepare and submit the Conceptual Design (i.e. 30% Plans, Specifications, and Estimate (PS&E) documentation) package.
- 2.05 MIG will attend a City Council Presentation, slated for the third Monday in January 2021 (1/18/2021), and be available to present a status update on the Conceptual Design (i.e. 30% PS&E documents).
- 2.06 Based on comments received from the City during the review process, MIG will revise and resubmit the 65% Plans, Specifications, and Estimate (PS&E) documentation package.
- 2.07 MIG will attend a City Council Presentation, slated for the third Monday in March 2021 (3/15/2021), and be available to present a status update on the 65% PS&F documents
- **2.08** Based on comments received from the City during the review process, MIG will revise and resubmit the 95% Plans, Specifications, and Estimate (PS&E) documentation package.
- 2.09 MIG will attend a City Council Presentation, slated for the third Monday in May 2021 (5/17/2021), and be available to present a status update on the 95% PS&F documents

TASK 3: FINAL SUBMITTALS

The goal of this task is to finalize the PS&E and prepare the Bid Set for use in the bid advertisement. Specifically:

3.01 MIG will prepare the Bid Set for the project, including: the submission of two full-size and two half-size (bond paper) final plan set master with the appropriate seal and signature on each plan sheet and title sheet of specifications; electronic copy of all plans in AutoCAD and Adobe Acrobat format on a flash drive; electronic copy of the specifications document in Microsoft Word format on a flash drive; one set of quantity calculations and final estimate of construction costs in Microsoft Excel format on a flash drive; all documentation (scanned if necessary) used on the project design on a flash drive.

TASK 4: BIDDING PHASE

The goal of this task is to provide support to the City during the bid period. Specific tasks include:

- 4.01 MIG will attend the Pre-Bid Meeting.
- **4.02** During the bid period, MIG will prepare responses to Contractor requests for clarification, record and distribute among potential bidders answers and clarifications given to individual Contractors, and prepare formal construction documentation addenda, if necessary. MIG will also prepare any required addenda and pre-bid meeting agenda, if requested.

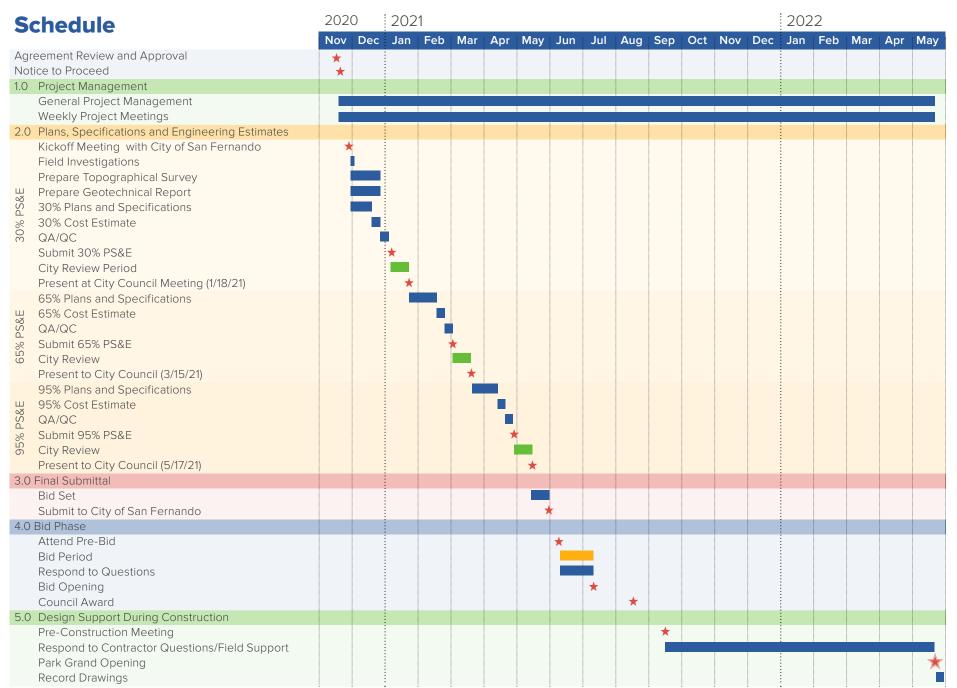
TASK 5: DESIGN SUPPORT DURING CONSTRUCTION **PROCESS**

The goal of this task is to provide design support to the City during the construction phase. It is assumed that the City will lead the management of the construction process; the MIG Team will be available on an as-needed support role only. Upon request, the MIG Team will attend the pre-construction meeting, prepare responses to Contractor Requests For Information (RFIs), and review submittals and shop drawings for those parts of the Project in the scope of work. Specific tasks include:

- **5.01** MIG will attend the Pre-Construction Meeting with the Contractor and City's Project Manager to review construction schedule, review anticipated submittals and shop drawings, and establish methods of communication during the construction period. MIG will prepare any required pre-construction meeting agenda, if requested.
- **5.02** MIG will Prepare Responses to Contractor Questions during the construction period in the form of drawing clarifications and responses to RFIs.
- 5.03 MIG will provide In-House Field Support during Construction, including the review of product submittals and shop drawings for those parts of the Project in the scope of work. This task also includes time for regular communication with the City and Contractor to review project progress.
- **5.04** MIG will prepare Record Drawings for the Project upon receipt of the Contractor's as-built drawings.

WORK PLAN







Earvin "Magic" Johnson Park, Los Angeles, California

Project Staffing

The specializations and qualifications of our committed staff will be a significant asset in the timely completion of the Layne Park Revitalization. The MIG Team's capabilities are aligned with the goals of the City of San Fernando.

With 28 years of experience with an emphasis on landscape infrastructure, water quality, conservation, and environmental performance, Evan Mather, FASLA, PLA, SITES AP will serve as Principal-in-Charge to ensure adequate resources are allocated to this project and that contractual requirements are met. Evan will provide overall project direction, oversight and quality control.

As project manager, Oscar Johnson, PLA will be responsible for day-to-day contact with the City and project team. He will employ regular and recurrent team meetings and calls to ensure timely and budgeted completion of all work activities associated with the project.

Dino Viale is an highly experienced irrigation designer and will be responsible for irrigation design. Experienced park designer and NRPA certified playground inspector Holly De La Torre will assist with landscape design.

SUBCONSULTANTS

- » William "Bill" Young, PE, CWE, Civil Engineering
- » Vik Bapna, PE, ENV SP, CPSWQ, QSD/P, CWE, Civil Engineering
- » David Farrel, PLS, CWE, Survey
- » Tommy Muttaraid, PE, CWE, Structural Design
- » Andrew Reilman, PE, LEED AP BD+C, HBDP, Integral Group, Mechanical Engineer
- » Annette Malekandrasians, PE, Integral Group, Electrical Engineer
- » Miguel Garcia, Integral Group, Plumbing
- » Edward Hill, Geotechnologies, Geotechnical Engineering

TEAM ORGANIZATION



PROJECT MANAGEMENT

Evan Mather, Principal-in-Charge, MIG

Technical Focus Areas

CIVIL ENGINEERING, SURVEY, STRUCTURAL **ENGINEERING**

William "Bill" Young, CWE Vik Bapna, CWE Tommy Muttaraid, CWE David Farrel, CWE

LANDSCAPE ARCHITECTURE/ **IRRIGATION**

Evan Mather, MIG Oscar Johnson, MIG Dino Viale, MIG Holly De La Torre, MIG

MECHANICAL, **ELECTRICAL, AND PLUMBING ENGINEERING**

Andrew Reilman, Integral Group

Annette Malekandrasians, **Integral Group**

> Miguel Garcia, **Integral Group**

GEOTECHNICAL ENGINEERING

Edward Hill, Geotechnologies



- » Landscape Architecture
- » Park Design
- » Sustainability

EDUCATION

» BLA, Louisiana State University, Baton Rouge

REGISTRATIONS / CERTIFICATIONS

- » Landscape Architect: CA #4805
- » SITES Accredited Professional
- » Affiliations

AFFILIATIONS

- » Active with the Southern California chapter of the American Society of Landscape Architects, serves on the Executive Committee as Treasurer and chair of the Fellows Committee
- » Council of Fellows, American Society of Landscape Architects

PAPEERS / PRESENTATIONS

- » Speaker, "SITES: Devise a Truly Sustainable Maintenance Plan That Works for the Long Term", 2017 ASLA National Conference
- » Speaker, "Foothill Gold Line State of the Project Conference", Pomona College, 2016
- » Speaker, "Completing the Street: Nature in the Urban Streetscape", Greenbuild 2016

Evan Mather, FASLA, PLA, SITES AP

PRINCIPAL-IN-CHARGE

Evan Mather is an award-winning landscape architect and filmmaker whose work in both mediums is a high-level practice of inquiry and exploration. Evan has walked these dual paths since college—applying his creativity on the land and through the lens. For over 25 years, he has been committed to delivering sustainable projects that impact people and the environment in tangible, measurable ways. From streetscapes and schools to parks and infrastructure, Evan seeks to reveal the stories inherent in the context, history, geology, ecology, and culture of a project site. His films investigate and communicate landscape architecture, urban design and sustainability issues by immersing audiences in a landscape's narrative. Evan's unique synthesis of disciplines and his incorporation of new technologies enables him to educate and inspire clients and the general public—offering a fresh perspective and unveiling unexpected project possibilities. With each project, he strives to elevate his craft and his profession—using his experience and expertise to create healthy, beautiful environments that engage and endure.

- » Earvin "Magic" Johnson Park Master Plan and Phase 1A, Willowbrook, CA
- » Exposition Park Master Plan, Los Angeles, CA
- » Johnny Carson Park Revitalization, Burbank, CA
- » Santa Monica Memorial Park Master Plan, Santa Monica, CA
- » Robert F. Kennedy Inspiration Park, Los Angeles, CA
- » Pasadena Playhouse District Park and Parking Lot, Pasadena, CA
- » West Wilshire (Pan Pacific) Park, Athletic Field Improvements, Los Angeles, CA
- » Alpine Park Recreation Center Expansion, Los Angeles, CA

- » Burbank Water and Power EcoCampus, Burbank, CA
- » Cerritos Community Regional County Park Renovation, Cerritos, CA
- » Walnut Creek Habitat and Open Space Master Plan, San Dimas, CA
- » Heritage Garden, Glendale, CA
- » El Cariso Park, Sylmar, CA
- » Del Rey Crossing, Los Angeles, CA
- Santa Monica City Services Building, Santa Monica, CA
- » Medea and Palo Comado Creek Design, Agoura Hills, CA



- » Park Design
- » Landscape Architecture
- » Project Management
- » Parks and Recreation Planning
- » Sports Parks

EDUCATION

» BSLA, California State Polytechnic University, Pomona

REGISTRATIONS / CERTIFICATIONS

» Landscape Architect: CA #6481

Oscar Johnson

PROJECT MANAGER

Oscar Johnson has always had a passion for drawing and creating, and he's been fulfilling it as a landscape designer and project manager for two decades. From multimillion dollar sports facilities to intimate neighborhood parks, Oscar has designed and managed construction for a variety of public and private projects throughout California. With his meticulous attention to detail and his dedication to longevity, he develops construction details and design specifications that are cost-effective and can be built to last. He is adept in establishing a camaraderie with clients, colleagues, and contractors to shepherd projects from design to ribbon-cutting. Oscar is proactive in reducing risks and applying new technologies and materials to his designs. He describes himself as "a build-a-better-mousetrap type of person," who takes the Big Picture and fills in the fine lines. While his work has benefited people in many communities, Oscar particularly appreciates providing physical, mental, and emotional stimulation to children with disabilities through his projects—enabling them to interact with nature and with others.

- » Mendez Tribute Monument Park, Westminster CA
- » Lambert Park, El Monte CA
- » Wishing Tree Park, West Carson CA
- » La Quinta Sports Park. La Quinta, CA
- » Big League Dreams, Manteca, CA
- » Big League Dreams, Las Vegas, NV
- » Compton Creek Nature Park, Compton, CA
- » Mesa Marin Sports Complex, Bakersfield, CA
- » Ponderosa Park, Anaheim, CA
- » Cerritos Park East Ballfield, Cerritos, CA
- » Anaheim Coves Phase II, Anaheim, CA
- » Veterans Sports Park at Tustin Legacy, Tustin, CA
- » Westminster 25 Parks Project, Westminster, CA

- » Greenleaf Parkway SCE Easement Improvements, Compton, CA
- » Pico Park Renovation. Pico Rivera, CA
- » Fullerton Parks Renovation Adlena, Byerrum and Valencia, Manteca. CA
- » Liberty Park Renovation, Cerritos, CA
- » Grace Park, Long Beach, CA
- » Huntington Beach Pier Plaza and South Beach Renovation, Huntington Beach, CA
- » Deer Canyon Park Preserve, Anaheim, CA
- » Dills Park Renovation/Expansion, Paramount, CA
- » Firestone Boulevard, Downey, CA
- » Beverly Boulevard Streetscape Improvements, Pico Rivera, CA



- » Irrigation Design
- » Landscape Design
- » Construction Documentation

EDUCATION

» BS, Landscape Architecture, Polytechnic State University, San Luis Obispo

REGISTRATIONS

» American Society of Irrigation Consultants (ASIC), Professional Member, Northern CA Chapter

Dino Viale

SENIOR LANDSCAPE DESIGNER | IRRIGATION SPECIALIST

Dino Viale is a detail-oriented, self-motivated professional in the landscape and irrigation industry. He possesses strong design and construction skills bringing planning and construction together seamlessly. Dino has a passion for water conservation and is constantly striving to create irrigation design solutions that seamlessly fit the unique needs of his projects, creating lasting and cost-effective systems that save water.

- » 14th Street Promenade. San Diego, CA
- » Alderwood Mall, Lynnwood, WA
- » Asian Art Museum, San Francisco, CA
- » Cherryland Community Center, Alameda, CA
- » CHP Crescent City, Crescent City CA
- » Chrissy Field Restoration, San Francisco, CA
- » Del Amo Park, Los Angeles County, CA
- » Desiderio Park, Pasadena, CA
- » Gamma Street Park, San Diego, CA
- » Laguna Niguel Regional Park, Orange County, CA
- » Lambert Park Phase 1 and 2, El Monte, CA

- » National Audio-Visual Conservation Center, Culpeper, VA
- » Orion Park, Chula Vista, CA
- » Salinas Public Safety Center, Salinas, CA
- » San Francisco Zoo African Savanna Exhibit, San Francisco, CA
- » San Francisco Zoo Lemur Exhibit, San Francisco, CA
- » Santana Row, San Jose, CA
- » Skyline Hill Park, San Diego, CA
- » Ventura Community Park, Ventura, CA
- » Villa Monserate Park ADA Improvements, San Diego, CA
- » Wilderness Park, Downey, CA



- » Landscape Design
- » Playground Inspection
- » Park Design

EDUCATION

» BS, Landscape Architecture, California State Polytechnic University, Pomona

REGISTRATIONS

- » Leadership in Energy and Environmental Design, U.S. Green Building Council, Accredited Professional
- » Certified Playground Safety Inspector, National Recreation and Park Association (NRPA)

Holly De La Torre

LANDSCAPE DESIGNER

Holly De La Torre's wide interests in landscape architecture coupled with the breadth of projects she has worked on for over 12 years with MIG, has led her to be a strong member of the design team. She has gained experience in park design ranging from large sports complexes to community and neighborhood parks and recreational trails. She has participated in projects from conceptual design through construction and knows the importance of complete and definitive construction documents and the value of collaboration through the design and construction process.

Holly is a NRPA certified playground inspector and this has prompted her interest in children's play environment design as well as her increasing expertise in plan checking play area construction documents on an on-call basis for the Irvine Planning Department. She has a talent and gift for envisioning the details and their interconnection importance. Her young children have also significantly contributed to her growing passion for incorporating educational and interpretive elements in park and play area design.

Holly's interest in improving the larger environment and quality of life has been demonstrated in her successful design of streetscapes, parkways, campuses, and most recently dog parks, where owner's interaction and comfort are as important as the canine activity design. She has also successfully participated in public outreach, recreation facility assessments, and park and recreation master plans.

- » Anaheim Coves, Anaheim, CA
- » Beverly Boulevard Improvements, Pico Rivera, CA
- » Big League Dreams Sports Park, Manteca, CA
- » Cerritos Park East, Cerritos, CA
- » City of Irvine Landscape Plan Check Services, Irvine, CA
- » Compton Creek Natural Park, Compton, CA
- » Compton Greenleaf Parkway, Compton, CA
- » Del Amo Boulevard Median Upgrades, Carson, CA

- » Fresno Figarden Baseball Complex, Fresno, CA
- » Mesa Marin Sports Park, Bakersfield, CA
- » Our Community School Feasibility Study, Chatsworth, CA
- » Perris Valley, Big League Dreams Sports Park, Riverside County, CA
- » Pico Park, Pico Rivera, CA
- » Santee Towncenter Park, Santee, CA
- » Tehachapi Valley Recreation and Parks District Master Plan, Tehachapi Valley, CA



EDUCATION

» BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS / **CERTIFICATIONS**

» Civil Engineer, CA, 35715

EDUCATION

» BS, Civil Engineering, New Jersey Institute of Technology

REGISTRATIONS / CERTIFICATIONS

- » Civil Engineer, CA, 52060
- » Envision™ Sustainability Professional Credential
- » Certified Professional in Storm Water Quality, 543
- » Qualified SWPPP Developer/ Practitioner, 368

William "Bill" Young, PE

CIVIL ENGINEERING | CWE

William "Bill" Young is a respected leader in the California civil engineering community, with experience managing large and small design projects from conceptualization and design through construction. His projects cover a diverse range of community improvements, involving parking lot, street, curb, and gutter repairs and improvements; highway design; pavement rehabilitation design, including pervious pavement and interlocking pavers; bioswales and bioretention systems; stormwater BMPs; flood control infrastructure; and irrigation lines. Bill also has three years of field survey, including field topography, boundary, construction staking, and as-built verification for utilities and flood control projects.

SELECTED PROJECT EXPERIENCE

- » City of San Fernando Regional Park Infiltration, San Fernando, CA
- » Johnny Carson Park Improvement and Stream Restoration, Burbank, CA
- » John Anson Ford Infiltration Cistern Project to Capture Urban Runoff, Bell Gardens, CA
- » El Dorado Nature Center Improvement, Long Beach, CA
- » Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park, Los Angeles, CA
- » Bohnett Park Stormwater Treatment, Santa Barbara, CA

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P

CIVIL ENGINEERING | CWE

Vik Bapna is an award-winning civil engineer with experience in the planning, design, and construction of more than \$200 million worth of civil engineering projects, ranging from single-lot developments to regional stormwater BMP projects with multiple stakeholders. His experience includes developing multi-benefit water quality enhancement projects, developing multiuse projects to infiltrate urban and stormwater runoff, designing structural treatment control BMPs, and developing project concepts. Vik was responsible for developing the first urban watershed plan that addressed flood protection, water quality enhancements, creation of open space and recreational opportunities, and habitat enhancements.

- » City of San Fernando Regional Park Infiltration Project, San Fernando, CA
- » Garvanza Park Rainwater Capture and Use, Los Angeles, CA
- » City of Los Angeles University Park Rain Gardens Design-Build, Los Angeles, CA
- » Los Amigos Park Stormwater Harvesting and Direct Use Demonstration, Santa Monica, CA
- » Los Angeles County Department of Parks and Recreation Don Wallace Multi-Use Trail Connector. Los Angeles, CA



EDUCATION

» Antelope Valley College

REGISTRATIONS / **CERTIFICATIONS**

- » Professional Land Surveyor, CA, 7813
- » Certified in GPS Technology

David Farrel, PLS

SURVEY | CWE

David Farrell has more than 35 years of experience in the area of land surveying. He is knowledgeable of the principles, practices, and procedures of ALTA, topographic, and boundary surveys, legal descriptions, and easement preparation. David's responsibilities have included the preparation of Parcel Maps, Tract Maps, ALTA Surveys, Record of Surveys, horizontal and vertical control, preliminary design surveys, FEMA flood certifications, drainage and flood control design, sewer and water improvements, water quality and water resources surveying, construction staking, GPS surveys, photogrammetry, legal description, and lot-line adjustments.

SELECTED PROJECT EXPERIENCE

- » City of San Fernando Regional Park Infiltration, San Fernando, CA
- » Johnny Carson Park Improvement and Stream Restoration, Burbank, CA
- » Garvanza Park Rainwater Capture and » Burton Way Median Green Street, Use, Los Angeles, CA
- » City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, Torrance, CA
- » John Anson Ford Park Infiltration Cistern, Bell Gardens, CA
 - Beverly Hills, CA

EDUCATION

- » MBA, California State Polytechnic University, Pomona
- » BS, Civil Engineering, University of California, Irvine

REGISTRATIONS / **CERTIFICATIONS**

» Civil Engineer, CA, 66008

Tommy Muttaraid, PE

STRUCTURAL DESIGN | CWE

Tommy Muttaraid has more than 18 years of experience in structural design, emphasizing in concrete and steel structures as well as project management. He has in-depth experience in the design of bridges, soldier beam retaining walls, and pump stations. Tommy has experience with fencing and gate design, including preparing structural details and performing calculations. He has worked on projects involving park design and improvement, street improvement, storm drain, and other public works infrastructure for public agencies throughout California.

- » City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, Torrance, CA
- » Johnny Carson Park Improvement and Stream Restoration. Burbank, CA
- » Mesmer Low Flow Diversion, Culver City, CA
- » Watershed Conservation Authority Azusa River Wilderness Park, Azusa. CA
- » Storm Drain Point Repair, Rancho Palos Verdes, CA
- » Surfrider Beach Septic Tank Soldier Beam Seawall Upgrade Design and Structural Calculations, Malibu, CA



EDUCATION

» BS, Mechanical Engineering, University of California, Davis

REGISTRATIONS / **CERTIFICATIONS**

- » Registered Mechanical Engineer, CA #M33227
- » Vice-Chair. Center for the Built Environment
- » Member, USGBC-LA Chapter
- » American Society of Mechanical Engineers (ASME)
- » American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE), Member and Committee Member -Standard Project Committee 209: Energy Simulation Aided Design for Buildings Except Low-Rise Residential Buildings
- » Planning Commissioner, Culver City, CA

EDUCATION

- » MS, Power Engineering, California State University, Los Angeles, CA
- » BS, Electrical Engineering, Arkansas Tech University, Russellville, AR

REGISTRATIONS / **CERTIFICATIONS**

- » Registered Electrical Engineer, California #E21589
- » IEEE

Andrew Reilman, PE, LEED AP BD+C, HBDP

MECHANICAL ENGINEER | INTEGRAL GROUP

Andy Reilman is the Managing Principal of Integral Group's Los Angeles office, and a mechanical engineer with over 20 years of experience in HVAC systems design and integrated sustainable project design. His expertise in sustainable architecture and green buildings includes building designs for passive, low energy systems such as natural and mixed-mode ventilation, displacement ventilation, radiant heating and cooling, and building integrated renewable energy systems. Andy is skilled in project coordination with the electrical, plumbing, and fire protection trades, and has led integrated design teams and supported production of plans and specifications. His breadth of experience encompasses many building types including, among others, higher education, corporate office, and mixed-use projects. He continues to push the boundaries in sustainable design with extensive experience in LEED Platinum and Zero Net Energy buildings.

SELECTED PROJECT EXPERIENCE

- » Earvin "Magic" Johnson Park, Los Angeles, CA
- » Lions Park Library and Community, Center Costa Mesa, CA
- » Hayward Zero Net Energy Library, Hayward, CA
- » The Creek at Dominguez Hills, Los Angeles, CA
- » Downtown Las Vegas Master Plan, Las Vegas, NV
- » Mid-County Civil Courthouse Superior Court of California, County of Riverside, CA

Annette Malekandrasians, PE

ELECTRICAL ENGINEER | INTEGRAL GROUP

Annette Malekandrasians is a project engineer with over 13 years of experience. She holds extensive experience in designing substations, medium voltage and low voltage switchgears and motor control centers, and project management. Annette is driven by sustainable electrical design and increasing the efficiency of resource use. Annette's experience includes engineering and design, specifications, report preparation, work-hour estimates, procurement, inspection and witness testing experience of major electrical equipment, analysis of systems utilizing ETAP and SKM for engineering calculations such as: voltage drop, load flow, cable pulling, cable derating in underground duct banks, short circuit, relay coordination and arc flash.

- » Earvin "Magic" Johnson Park. Los Angeles, CA
- » Donald Dungan Library Costa Mesa, CA
- » Nevada Museum of Art Expansion, Reno, NV
- » Mingei International Museum Renovation, San Diego, CA



EDUCATION

- » Sprinklers and Other Fire Suppression Systems Diploma, University of Wisconsin, Madison, WI
- » Plumbing Systems Design Diploma, University of Wisconsin, Madison, WI

Miguel Garcia

PLUMBING | INTEGRAL GROUP

Miguel Garcia's innovative process is driven by a passion and pride for the work he produces. With his drafting background, Miguel understands architectural plans and the depth of projects. Through Miguel's 25 years in the MEP industry, he has integrated the art of drafting into building innovative plumbing design, sprinklers, and fire suppression systems for projects in various sectors such as mixed-use, residential, airports, community work, and many more. As a natural problem solver, Miguel enjoys developing different paths to saving energy and accomplishing Zero Net Energy designs which is evident in his diverse portfolio. This reflects Miguel's ability to yield innovative solutions through collaborative work with numerous clients.

SELECTED PROJECT EXPERIENCE

- » Earvin "Magic" Johnson Park, Los Angeles, CA
- » Santa Clara County Vietnamese American Service Center Santa Clara, CA
- » Mingei International Museum Renovation, San Diego, CA
- » Lions Park Library and Community Center Costa Mesa, CA
- » Nevada Museum of Art Expansion, Reno, NV

EDUCATION

- » BS, Geology, University of Southern California
- » PhD, Jurisprudence, Glendale University College of Law

REGISTRATIONS / **CERTIFICATIONS**

- » Geotechnical Engineer, G.E. 2126, CA
- » Registered Geologist, R.G. 4144, CA
- » Certified Engineering Geologist, C.E.G. 1403, CA
- Registered Civil Engineer, R.C.E. 36581, CA

Edward Hill, GE, CEG

GEOTECHNOLOGICAL ENGINEERING | GEOTECHNOLOGIES

Edward Hill has over thirty-five years' experience as a Staff, Project and Supervising Geologist/Engineer in the greater Los Angeles Area on geologic, geotechnical, and foundation engineering projects. His responsibilities include oversight of professional staff, coordination and performance of field exploration, laboratory testing, preparation of proposals and preparation of formal geotechnical reports. Projects reported on include single-family hillside construction, large tract hillside grading, landslide stabilization, seismic hazard evaluation and foundation design for commercial structures, high rise office buildings, bridges and roads.

SELECTED PROJECT EXPERIENCE

- » Johnny Carson Park, Burbank, CA
- » El Dorado Nature Center, Long Beach, CA
- » Greystone Park, Beverly Hills, CA
- » West Boulevard Park. Los Angeles, CA

- » Burbank Community Services Building, Burbank, CA
- » Costa Mesa Library, Costa Mesa, CA
- » West Hollywood Library, West Hollywood, CA



06Proposal Costs and Rates

Task 1: Project Management Principal Project	HIS O O O O	sar John ior Pro	000 000 000 000 000 000	Dino Viale Frigation Design Hrs@ \$ 14		Holly D	Holly De La Torre	Σ	-				E	Professional
Evan Mather Principal Project Corrector General Project Management General Project Management General Project Management Corrector Subtotal	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	car John	00 00 00 00 00 00 00 00 00 00 00 00 00	Dino \ S@ \$ 0 \$		Holly D	e La Torre	ž						Drofessional
Principal Project Management Principal Projector Hrs@ \$	9 1 Hrs	Annaga S	200 200 700 350	rrigation s@ \$ 0 \$				Σ						Drofessional
1: Project Management General Project Management General Project Management Regular Project Meetings via Teleconference Subtotal Su	240 Hrs@ - 60 - 24 - 84 - 84 - 2 - 2 - 2 - 2 - 2 - 4 440 40 480 2 960 24	<u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>	175 0,500 1,200 1,700 350 350	$oldsymbol{oldsymbol{ o}}$		Project	Project Designer		MIG Task Totals		CWE Task Totals	Integral Group Task Totals	ບeotecnnologies Task Totals	Fee Totals
Separate Compared		w w w w w w w w	0,500 4,200 4,700 350 350		140	Hrs@ \$	\$ 115							
General Project Management Regular Project Meetings via Teleconference Subtotal Subtotal Subtotal Prepare Topographic Survey Prepare Geotechnical Report Field Investigation Prepare 30% Plants Prepar		<u> </u>	0,500 4,200 4,700 350 350	T										
Regular Project Meetings via Teleconference		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	4,200 4,700 350 350	Т	-	0	- \$	09	\$ 10,500	\$ 00	-	\$ 2,200	- \$	\$ 12,700
Subtotal 0 \$ 2: Plans, Specifications, and Engineering Estimates Prepare Topographic Survey Prepare Geotechnical Report Field Investigation Prepare 30% Plans Specifications Estimate Field Prepare 30% Plans Specifications Estimate		w w w w w	350 350			0		24	\$ 4,2	4,200 \$	1,140	\$ 2,200	- \$	\$ 7,540
2: Plans, Specifications, and Engineering Estimates Prepare Topographic Survey Prepare Geotechnical Report Field Investigation Prepare 30% Plans Specifications Estimate		v v v v v	350	\$ 0	-	\$ 0	- \$	84	\$ 14,700	\$ 00.	1,140	\$ 4,400	- \$	\$ 20,240
Prepare Topographic Survey 0 \$ Prepare Geotechnical Report 0 \$ Field Investigation 4 \$ Prepare 30% Plans Specifications Estimate 6 \$		w w w w w	350											
Prepare Geotechnical Report 0 \$ Field Investigation 4 \$ Prepare 30% Plans Specifications Estimate 6 \$		w w w w	350	\$ 0		0	· \$	2	\$ 3	320 \$	8,804	- \$	- \$	\$ 9,154
Field Investigation Prenare 30% Plans Specifications Estimate 6 \$		w w w w	001	\$ 0		0		2	\$ 3	320 \$	-	- \$	000'6 \$	\$ 9,350
Prepare 30% Plans Specifications, Estimate 6 \$		Φ Φ Φ	99	4 \$	260	4	\$ 460	16	\$ 2,6	2,680 \$	1,428	- \$	- \$	\$ 4,108
i chai e 30/31 ians, specifications, estimate	Ш	ψv	7,000	\$	1,120	80	\$ 9,200	134	\$ 18,760	\$ 09.	2,808	- \$	- \$	\$ 26,568
2.05 City Council Presentation (30%) 2 \$ 480		Ş	320	\$ 0	-	8	\$ 920	12	2'1 \$	1,750 \$	-	- \$	- \$	\$ 1,750
2.06 Prepare 65% Plans, Specifications, Estimate 4 \$ 960			4,200	4 \$	260	40	\$ 4,600	72	\$ 10,320	\$ 071	12,988	\$ 10,560	- \$	\$ 33,868
2.07 City Council Presentation (65%) 2 \$ 480	480 2	\$	320	\$ 0	-	8	\$ 920	12	2'1 \$	1,750 \$	-	- \$	- \$	\$ 1,750
2.08 Prepare 95% Plans, Specifications, Estimate 2 \$ 480	480 16	\$	2,800	4 \$	260	24 \$	\$ 2,760	46	9′9 \$	\$ 009'9	13,800	\$ 10,560	- \$	30,960
2.09 City Council Presentation (95%) 4 \$ 960	960 2	\$	320	\$ 0		8	\$ 920	14	z′z \$	2,230 \$	-	- \$	- \$	\$ 2,230
Subtotal 24 \$ 5,760	760 94	\$	16,450	\$ 02	2,800	172 \$	\$ 19,780	310	\$ 44,790	\$ 06.	44,828	\$ 21,120	000'6 \$	\$ 119,738
Task 3: Final Submittals														
3.01 Prepare Bid Set 2 \$ 480	480 8	\$	1,400	4 \$	260	50 \$	\$ 2,300	34	2'7 \$	4,740 \$	1,876	\$ 1,420	- \$	\$ 8,036
Subtotal 2 \$ 480	8 084	\$	1,400	\$ \$	260	50 \$	\$ 2,300	34	4,7	4,740 \$	1,876	\$ 1,420	- \$	\$ 8,036
Task 4: Bid Phase														
4.01 Attend Pre-Bid Meeting 0 \$ -	- 2	\$	350	\$ 0		0	- \$	2	\$ 3	350 \$		- \$	- \$	\$ 320
4.02 Prepare Responses to Contractor Questions 2 \$ 480	480 6	\$	1,050	\$ 0		8	\$ 920		\$ 2,4	2,450 \$	092	\$ 1,420	- \$	\$ 4,630
Subtotal 2 \$ 480	480 8	\$	1,400	\$ 0	-	8	\$ 920	18	\$ 2,8	2,800 \$	260	\$ 1,420	- \$	\$ 4,980
Task 5: Design Support During Construction Process														
5.01 Attend Pre-Construction Meeting	240 4	\$	700	\$ 0	٠	0	- 5	5	\$ 9	940 \$	1	- \$	- \$	\$ 940
5.02 Prepare Responses to Contractor Questions 2 \$ 480	480 12	\$	2,100	4 \$	260	24 \$	\$ 2,760	42	6'5 \$	\$ 006'5	1,520	\$ 7,100	- \$	\$ 14,520
5.03 In-House Field Support during Construction 2 \$ 480	480 24	\$	4,200	\$ 8	1,120	48 \$	\$ 5,520	82	\$ 11,320	\$ 07	1,520	\$ 1,420	- \$	\$ 14,260
1 \$	240 2	\$	350	4 \$	260	16 \$	\$ 1,840	-	\$ 2,9	2,990 \$	-	- \$	- \$	\$ 2,990
Subtotal 6 \$ 1,440	440 42	\$	7,350	<i>16</i> \$	2,240	\$88	\$ 10,120	152	\$ 21,150	\$ 05	3,040	\$ 8,520	- \$	\$ 32,710
TOTALLABOR 34 \$ 8,160.00	00.0	\$4	1,300.00	40 \$	5,600.00	288	\$ 33,120.00	298	\$ 88,180.00	\$ 00	51,644.00	\$ 36,880.00	00.000,6 \$	\$ 185,704
REIMBURSABLES BUDGET									\$ 2,400.00	\$ 00	1,300.00	\$ 200.00	\$ 200.00	\$ 4,100
FEE SUBTOTAL									\$ 90,580.00	\$ 00	52,944.00	\$ 37,080.00	\$ 9,200.00	\$ 189,804.00

ATTACHMENT "A" **CONTRACT NO. 1974**



PROFESSIONAL SERVICES AGREEMENT

MOORE IACOFANO GOLTSMAN, INC.

Design for the Layne Park Revitalization Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 04 day of January 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Moore Iacofano Goltsman (MIG), Inc., a CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. **ENGAGEMENT TERMS**

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of Six (6) MONTHS commencing from January 04, 2021. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- CONSULTANT shall perform the various services and tasks set forth in the Scope A. of Services in accordance with the compensation schedule which is referenced in Section 06 Proposal Costs and Rates of MIG's proposal submission Attachment B, Exhibit A (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the sum of ONE HUNDRED EIGHTY NINE THOUSAND EIGHT HUNDRED FOUR (\$189,804) the

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 2 of 16

budgeted aggregate sum of (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 3 of 16

II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and the Director of Recreation and Community Services (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Daniel Iacofano, President and CEO to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 4 of 16

- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 <u>CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR</u>: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 5 of 16

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 6 of 16

subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. <u>INSURANCE</u>

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 7 of 16

- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- NERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 8 of 16

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 9 of 16

Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 10 of 16

not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 11 of 16

bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 12 of 16

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 <u>DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY</u>: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 13 of 16

Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

MIG, Inc.

617 W. Seventh St. ,#304 Los Angeles, CA 90017

Attn: Daniel Iacofano, President/CEO

Phone: 213-694-3800 Fax: 213-694-3801

Email: diacofano@migcom.com

City of San Fernando

Recreation and Community Services

Department

CITY:

117 Macneil St. San Fernando, CA 91340

Attn: Julian Venegas, RCS Director

Phone: 818-898-1290 Fax: 818-898-1522

Email: jvenegas@sfcity.org

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 14 of 16

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 15 of 16

- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 <u>COUNTERPARTS</u>: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. 1974

Design of the Layne Park Revitalization Project Page 16 of 16

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY	OF SAN FERNANDO	Moore Iacofano Goltsman (MIG), Inc	C.
Ву:		Ву:	
•	Nick Kimball, City Manager	Name:	
		Title:	
APPI	ROVED AS TO FORM		
By:			
-	Richard Padilla, Assistant City		
	Attorney		

This Page
Intentionally
Left Blank

January 19, 2021 Meeting Agenda CC & SA Page 381 of 396



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: January 19, 2021

Subject: Discussion and Consideration of the Current Allocation of the Community

Development Block Grant Funds Provided Through the Coronavirus Aid, Relief, and Economic Security Act and Discussion of the Fiscal Year 2021-2022

Community Development Block Grant Program Year Funding Allocation

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the use of the additional Community Development Block Grant funding provided through the Coronavirus Aid, Relief, and Economic Security Act, currently appropriated toward the Residential Food Distribution and Personal Protective Equipment for Businesses Programs, and provide related direction;
- b. Discuss potential programs and projects to fund for the Fiscal Year (FY) 2021-2022 Community Development Block Grant program year; and
- c. Provide staff direction, as appropriate.

BACKGROUND:

CDBG-CV (Special Allocation)

- 1. On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes \$5 billion in additional CDBG funding to prevent, prepare for, and respond to the Coronavirus (COVID-19) pandemic.
- 2. On April 7, 2020, LACDA notified the City that an additional amount of \$136,373 in federal CDBG-CARES Act (CDBG-CV) grant funds are now available to the City in response to COVID-19 (Attachment "A").
- 3. On May 4, 2020, the City Council discussed a number of recommended uses for CDBG-CV funds proposed by staff. City Council directed staff to return at a future City Council meeting with additional options for use of CDBG-CV funds.

ADMINISTRATION DEPARTMENT

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

Discussion and Consideration of the Current Allocation of the Community Development Block Grant Funds Provided Through the Coronavirus Aid, Relief, and Economic Security Act and Discussion of the Fiscal Year 2021-2022 Community Development Block Grant Program Year Funding Allocation Page 2 of 5

- 4. On May 18, 2020, the City Council further discussed recommended uses for CDBG-CV funds, directed staff to focus on using the funds to provide Personal Protective Equipment (PPE) to residents and businesses and food assistance for residents in need, and formed an Ad Hoc Committee (Fajardo, Mendoza) to work with staff to develop the recommended programs and allocations to each program.
- 5. On July 6, 2020, City Council appropriated the CDBG-CV funds to the following programs:
 - a. Residential Food Distribution (\$100,000)
 - b. Small Business PPE (\$25,000)
 - c. Administration (\$11,373)

CBDG (Regular Allocation)

- The City of San Fernando receives an annual allocation of federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the LA CDC. CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate income residents of the community.
- 2. This will be the 47th year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year (FY 2021-2022) is referred to as "47th year" CDBG grant funds.
- 3. The projected CDBG funds available in FY 2021-2022, is \$229,905.

ANALYSIS:

CDBG-CV Funds (Special Allocation).

The CARES Act provides CDBG grantees with the flexibility to make it easier to use CDBG-CV funds for coronavirus response. The CARES Act also requires CDBG-CV grantees to prevent the duplication of benefits, which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

CDBG-CV funds must be used to cover or reimburse costs to prevent, prepare for, and respond to coronavirus when those costs comply with the CDBG requirements. A summary of appropriate uses is included in the *Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response* (Attachment "B").

Discussion and Consideration of the Current Allocation of the Community Development Block Grant Funds Provided Through the Coronavirus Aid, Relief, and Economic Security Act and Discussion of the Fiscal Year 2021-2022 Community Development Block Grant Program Year Funding Allocation Page 3 of 5

As previously noted, the City Council approved allocating funds for the following programs:

Residential Food Distribution Program: The City Council allocated \$100,000 in CDBG-CV to assist families impacted by COVID-19. The food distribution program provides a box of non-perishable food items and personal protective equipment (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment (PPE) including masks, hand sanitizer, and disinfectant solution are also provided.

San Fernando Residential Food Distribution events have been held on October 17, 2020, November 21, 2020 and December 19, 2020. A total of 237 applicants have been invited to pick-up their box of non-perishable food and PPE items with more than 200 families being served. To date, \$65,584 of the \$100,000 has been spent. Approximately \$30,000 would be available to reallocate.

<u>San Fernando Personal Protective Equipment (PPE) for Businesses Program</u>: The City Council allocated \$25,000 in CDBG-CV funding to assist businesses impacted by COVID-19. The program provides a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable masks (KN95 and/or blue surgical-type), disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

A San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served. To date, \$13,386 of the \$25,000 has been spent. Approximately \$10,000 would be available to re-allocate.

Administrative Expense: In addition to the funding allocation for each program above, City Council allocated \$11,373 for administrative expenses necessary to manage each program. Administrative expenses include reviewing and submitting the self-certification forms to LACDA, preparing and submitting reimbursement requests to items purchased through this program, staff time related to procuring and distributing goods, and costs related to closeout and audit of the programs once completed.

FY 2021-2022 CDBG Funds (Regular Allocation).

Between fiscal years 2006-2007 and 2014-2015, the City's annual CDBG revenue was allocated to repay a Section 108 Loan used to fund construction of the San Fernando Regional Pool facility. Since FY 2015-2016, the City has allocated the annual CDBG revenue of approximately \$230,000 per year to supplement the Residential Street Repaving Program. However, there are other eligible uses for CDBG revenues that the City Council may want to consider.

Discussion and Consideration of the Current Allocation of the Community Development Block Grant Funds Provided Through the Coronavirus Aid, Relief, and Economic Security Act and Discussion of the Fiscal Year 2021-2022 Community Development Block Grant Program Year Funding Allocation Page 4 of 5

To be eligible for CDBG funding consideration, the City's proposed project(s) must meet one of the following two national program general objectives:

- ✓ To benefit low and moderate income persons; and/or
- ✓ To aid in the prevention neighborhood deterioration.

A maximum of 20% of the current year allocation may be devoted to public service projects or programs. CDBG funding is no longer available to pay for the planning and administration as a separately funded program/activity. However, the City can recover planning and administration costs incurred within the administration and implementation of an approved CDBG funded program/project.

Projects submitted under the low and moderate income objective can be qualified by one of two methods. It can be located and primarily serve residents within the "eligible area-benefit zones" (Attachment "C"), or it can be approved as a "direct benefit" project. A direct benefit project is one directly serving only low and moderate income individuals, whose eligibility is determined by obtaining individual/household income and residency verification.

If the project is being submitted under the objective of aiding in the prevention of neighborhood deterioration, the LA CDC requires documentation substantiating deteriorated conditions in the proposed project area. In prior years, a location within an approved redevelopment project area qualified as a project under a presumed slum and blight determination. However, due to the age of many redevelopment plans, this presumed declaration is no longer employed by the CDC.

Some examples of potential projects and/or programs include:

<u>Programs/Projects Subject to Public Service Cap (Subject to 20% cap).</u>

- Senior assistance
- Rental assistance
- Food/supply assistance
- Utility bill assistance
- Homeless assistance

Other Programs/Projects not subject to Public Service Cap.

- Business assistance programs, including grants
- Residential street resurfacing project
- ADA Improvements at City facilities, including sidewalks

Proposed CDBG Funds Allocations.

If the City Council would like to continue to use the FY 2021-2022 CDBG funding to supplement the Residential Street Resurfacing Project, staff will prepare the proper notices and return to City Council for approval in late February 2021. If the City Council would like to explore a different

Discussion and Consideration of the Current Allocation of the Community Development Block Grant Funds Provided Through the Coronavirus Aid, Relief, and Economic Security Act and Discussion of the Fiscal Year 2021-2022 Community Development Block Grant Program Year Funding Allocation Page 5 of 5

use for the FY 2021-2022 CDBG funding, staff will need to prepare a cost and feasibility analysis of different projects/programs and return to City Council for additional direction.

BUDGET IMPACT:

CDBG-CV (Special Allocation).

The City's allocation of CDBG-CV funds is \$136,373, which was allocated to the programs discussed in prior sections of this report. To date, a little more than \$90,000 has been spent, which leaves approximately \$40,000 remaining to continue to implement the existing programs or re-allocate to new programs.

CDBG (Regular Allocation).

The City's allocation of annual CDBG funds is \$229,905, which needs to be appropriated for the FY 2021-2022 program year. Based on City Council direction, staff will return at a future City Council meeting to present projects/programs for review and approval.

CONCLUSION:

It is recommended that the City Council discuss and provide direction to City staff regarding the allocation of remaining CDBG-CV funding and FY 2021-2022 regular CDBG funding.

ATTACHMENTS:

- A. LACDA Notice of Available Funding
- B. CDBG-CV Quick Reference Guide
- C. CDBG Eligible Area Benefit Zones



GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER:

20-0006

SUBJECT:

USING COMMUNITY DEVELOPMENT BLOCK GRANT

(CDBG) TO RESPOND TO THE COVID-19 PANDEMIC

DATE:

April 7, 2020

EFFECTIVE DATE:

IMMEDIATELY

PAGE

1 0

OF 3

TO: PARTICIPATING CITIES

This bulletin provides information to Los Angeles Urban County CDBG participating cities on additional funding, revisions to various program provisions, and shares ideas on adjustments cities and service providers are making to provide a rapid response to the critical needs of residents and businesses impacted by COVID-19.

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes \$5 billion in additional CDBG funding to prevent, prepare for, and respond to the COVID-19 pandemic. The following is a breakdown of the funding and how HUD plans to allocate it nationwide:

- \$2 billion as a direct allocation to state and local governments through the existing formula for all grantees that received a Fiscal Year (FY) 2020-2021 CDBG allocation. The Los Angeles Urban County has been allocated \$13,668,315.
 - The Los Angeles Urban County Participating City CDBG-CARES Act supplemental allocations are included on page 4 of this bulletin. They are based on the current CDBG allocation methodology and are expected to be available by late April.
- \$2 billion allocated directly to state and local governments, at the discretion of the Secretary of the U.S. Department of Housing and Urban Development (HUD), using a new formula to be developed by HUD including prioritizing risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruptions. HUD has not yet determined the amount the Los Angeles Urban County will receive under this allocation method.
- \$1 billion to States based on a new formula developed by HUD including taking into account public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market interruptions. States may implement activities within both entitlement areas and in non-entitlement areas that do not receive a direct allocation from HUD or participate in an Urban County program. It is currently unknown how much the Los Angeles Urban County may receive directly or indirectly from the State of California.

Participating Cities April 7, 2020 Page 2

Revisions to Program Provisions

The CARES Act identifies program provisions that allow revisions to the following CDBG administrative requirements. These provisions apply to current and new FY 2019-2020 and FY 2020-2021 CDBG-funded activities and new CDBG-CARES Act-funded activities to prevent, prepare for, and respond to the COVID-19 pandemic:

- Suspends the 15% cap on public services;
- Allows virtual hearings as long as national or local health authorities recommend social distancing and limit public gatherings for public health reasons; and
- Allows the public comment period for substantial amendments and for the FY 2020-2021 Action Plan to be reduced from 30 days to five (5) days.

Responding to Community Needs

As our cities and other partner agencies have taken precautionary measures to keep their employees and clients safe, many programs are adapting operations to remain focused on the continuity of essential services. The majority of our cities and agencies are complying with the "safer at home" directive by allowing personnel to work remotely and begin to implement alternative methods of service delivery. With your input, an assessment of the operational status of your agencies has identified what programs have proceeded, been modified, or suspended. It has revealed many examples of how agencies have remained proactive in assessing community needs and remaining operational through virtual services and other modifications that adapt congregate activities to virtual services and other changes to program delivery.

On March 18, 2020, through CDBG-EDL message "HUD Publishes CDBG Quick Guide to Support Infectious Disease Response - COVID19", we provided information on COVID19-CDBG eligible activities. The following shares ideas on what has been learned about some preliminary local efforts and adjustments you might consider to continue providing valuable services in your community:

ORIGINAL ACTIVITY	MODIFIED OR ENHANCED ACTIVITY
Senior Activities include onsite senior club activities, meals, home visits, case management, information services and referrals.	Virtual case management, referrals, and information services via electronic devices. Meal programs modified to include additional deliveries and "grab & go", group online activities via Zoom or other social platforms, virtual home visits, book clubs, games, links to adventure, hobby, and educational websites.
Handyworker Program activities including minor home repairs and correction of minor code violations.	Staff can conduct program outreach distributing marketing materials while assisting another existing program in the delivery of senior meals or other community efforts.
Home Rehabilitation Program activities include providing grants/loans for eligible home repairs for single-family residences.	Offer broadband infrastructure wiring or broadband (internet) service subsidy to income-eligible households.
Youth Enrichment Program provides onsite activities such as homework assistance, youth development, and recreation programs.	Programs modified to offer teleservices, including online tutoring and virtual classes. "Grab & Go" activity packets may be provided as a service. Re-program funds to purchase equipment and supplies.

Participating Cities April 7, 2020 Page 3

Other eligible activities jurisdictions may consider are short-term subsistence payments for up to three (3) months of assistance on behalf of an individual or family for rent or utilities and assisting small and micro businesses through loans and grants.

Repurposing and Adding CDBG-Funded Programs

If your agency anticipates having unspent funds due to the suspension of currently funded activities or has available unprogrammed funds, you may amend projects to increase the budgets of other current CDBG-funded programs that are in greater need. As authorized in the CARES Act, participating cities may exceed the 15% public service cap by allocating additional funds to COVID-19-related public service programs. Unless it is a local requirement, no public notice or Council approval is required.

To allocate additional funds to existing CDBG-funded activities that can respond to COVID-19, please send an email request with amendment details to your Contract Manager and they will process the amendment for you. Approved modifications to existing activities may begin immediately and do not have to wait for the amendment to be executed. The deadline for amendments to existing CDBG-funded activities is May 1, 2020.

To add a new project or cancel an existing CDBG-funded activity, the CARES Act has reduced the public notice period from 30 days to 5 days. The Los Angeles Urban County Consolidated Plan Citizen Participation Plan is being revised to not require City Council approval for new projects. Unless it is a local requirement, this will not be required for new CDBG-funded activities implemented under the CARES Act.

Further guidance on the process to add new activities utilizing CDBG-CARES Act Supplemental Funding is forthcoming. We will also provide any additional information regarding additional funds and other program requirements and opportunities as soon as it is received.

Thank you for your ongoing partnership. We look forward to working with you in putting CDBG dollars into action to help our residents and communities affected by the COVID-19 pandemic.

Should you have any questions, please contact your Contract Manager.

Sincerely,

DAVON BARBOUR, Director

Community & Economic Development Division

DB:DV:RW:ob

K:\GMU COMMON\BULLETINS (Working File - WORD Version)\CDBG\2020\Using CDBG to respond to COVID-19.docx

Enclosure

CDBG-CARES ACT SUPPLEMENTAL FUNDING

CITY	\$ ALLOCATION
AGOURA HILLS	44,646
ARCADIA	180,088
AVALON	24,702
AZUSA	241,825
BELL	290,958
BELL GARDENS	374,513
BEVERLY HILLS	100,414
CALABASAS	59,634
CERRITOS	116,563
CLAREMONT	92,759
COMMERCE	74,890
COVINA	177,848
CUDAHY	220,908
CULVER CITY	130,389
DIAMOND BAR	137,962
DUARTE	97,824
EL SEGUNDO	46,359
HAWAIIAN GARDENS	117,977
HIDDEN HILLS	3,026
HERMOSA BEACH	37,479
IRWINDALE	5,625
LA CANADA-FLINTRIDGE	35,942
LA HABRA HEIGHTS	10,478
LA MIRADA	157,648
LA PUENTE	211,520
LA VERNE	90,230
LAWNDALE	194,224
LOMITA	89,527
MALIBU	39,450
MANHATTAN BEACH	65,663
MAYWOOD	255,354
MONROVIA	127,380
RANCHO PALOS VERDES	86,499
ROLLING HILLS ESTS	17,856
SAN DIMAS	83,006
SAN FERNANDO	
SAN GABRIEL	136,373
	186,148
SAN MARINO	30,806
SANTA FE SPRINGS	78,692
SIERRA MADRE	24,880
SIGNAL HILL	64,962
SOUTH EL MONTE	128,099
SOUTH PASADENA	73,528
TEMPLE CITY	123,206
TORRANCE	444,081
WALNUT	73,877
WEST HOLLYWOOD	138,241
WESTLAKE VILLAGE	18,250

ATTACHMENT "B"

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

	to applicable sections of the Housing and Community Development Act of 1974 (for Grantees) and CDBG regulations (for Entitlement CDBG grantees).		
Buildings and Improvements,	Including Public Facilities		
Acquisition, construction,	Construct a facility for testing, diagnosis, or treatment.		
reconstruction, or installation of public works, facilities, and	Rehabilitate a community facility to establish an infectious disease treatment clinic.		
site or other improvements. See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.		
Rehabilitation of buildings and improvements (including	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.		
interim assistance). See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.		
570.201(f); 570.202(b).	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.		
Assistance to Businesses, including Special Economic Development Assistance			
Provision of assistance to private, for-profit entities,	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.		
when appropriate to carry out an economic development project. See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.		
Provision of assistance to microenterprises. See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.		

Provision of New or Quantifia	Provision of New or Quantifiably Increased Public Services				
Following enactment of the CARES Act ¹ , the public	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.				
services cap ² has no effect on CDBG-CV grants and no	Provide testing, diagnosis or other services at a fixed or mobile location.				
effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.				
See section 105(a)(8) (42	Provide equipment, supplies, and materials necessary to carry-out a public service.				
U.S.C. 5305(a)(8)); 24 CFR 570.201(e).	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.				
Planning, Capacity Building, a	and Technical Assistance				
States only: planning grants and planning only grants. See section 105(a)(12).	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.				
States only: use a part of to support TA and capacity building. See section 106(d)(5) (42 U.S.C. 5306(d)(5).	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.				
Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. See 24 CFR 570.205.	Gather data and develop non-project specific emergency infectious disease response plans.				

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

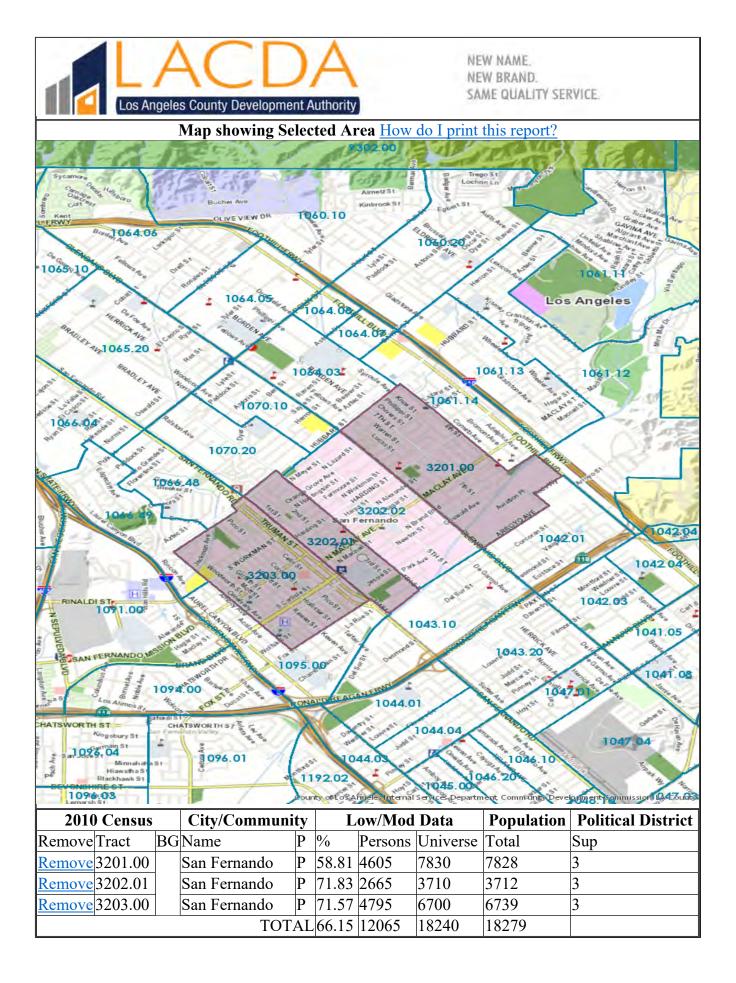
Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: https://www.hud.gov/coronavirus
- CPD Program Guidance and Training: https://www.hudexchange.info/program-support/

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.





This Page
Intentionally
Left Blank



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

By: J. Diego Ibañez, Director of Finance

Date: January 19, 2021

Subject: Consideration to Reinstate the City Council Pension Program Review Ad Hoc

Committee to Review Responses to a Request for Proposals for Underwriting

Services Related to the City's Pension Obligation Bonds

RECOMMENDATION:

It is recommended that the City Council:

- a. Reinstate the Pension Obligation Ad Hoc Committee for the purpose of assisting staff with reviewing responses to a Request for Proposals (RFP) for Underwriting Services related to the City's proposed issuance of Pension Obligation Bonds; and
- b. Appoint Ad Hoc Committee members to work with staff to review proposals, interview firms, and recommend selection of a firm to the full City Council.

NOTE: Mayor Ballin recommends nominating Vice Mayor Mary Mendoza and Councilmember Cindy Montanez to serve on the Ad Hoc Committee.

BACKGROUND:

- 1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and retiree health (i.e., Other Postemployment Benefits, or OPEB) costs as well as various funding strategies to address those liabilities.
- 1. On March 4, 2019, the City Council awarded a Professional Service Agreement to Urban Futures, Inc. to develop cost projections and recommendations to address the City's Pension and Other Post Employment Benefit ("OPEB" or "Retiree Health Benefit") liabilities.
- 2. On February 3, 2020, the City received a staff presentation by Urban Futures on the City's Unfunded Pension and Retiree Health Benefit Liabilities and directed staff to move forward with the process to issue Pension Obligation Bonds (POBs).

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

Consideration to Reinstate the City Council Pension Program Review Ad Hoc Committee to Review Responses to a Request for Proposals for Underwriting Services Related to the City's Pension Obligation Bonds

Page 2 of 2

- 3. On March 3, 2020, the City Council approved the selection of Jones Hall, via competitive RFP process, to serve as Bond and Disclosure counsel with respect to the proposed POBs, and as special counsel with respect to related judicial validation proceedings.
- 4. On June 15, 2020, the City Council approved a resolution authorizing the Issuance of POBs and the filing of the Judicial Validation Proceedings to determine the validity of such bonds.
- 5. On November 11, 2020, Jones Hall successfully completed the validation process and the City, along with Urban Futures, issued an RFP for underwriter services.

ANALYSIS:

On December 4, 2020, the City Clerk received seven (7) responses to the RFP for Underwriting Services related to pension obligation bonds. The proposals have been kept in the City Clerk's Office pending staff review and recommendation to the full City Council.

The proposed Ad Hoc Committee will work with staff and Urban Futures to review and evaluate all proposals. Based on their evaluation, the Committee may decide to interview the top firms before making a final recommendation to the full City Council. The Ad Hoc Committee will be dissolved after the City Council awards a contract to the selected firm. It is anticipated that the Ad Hoc Committee will need to meet approximately three to five times throughout January 2021 and February 2021 to complete the assigned tasks.

Mayor Ballin recommends nominating Vice Mayor Mary Mendoza and Councilmember Cindy Montanez to serve on the Ad Hoc.

BUDGET IMPACT:

There is minimal budget impact to forming an Ad Hoc Committee to review proposals.

CONCLUSION:

It is recommended that City Council reinstate the Pension Program Review Ad Hoc and appoint Ad Hoc Committee members to work with staff to review proposals and make a recommendation to the full City Council.